MSMP INTERNATIONAL COMPANY LIMITED

No. (514/8), 26 Street, Bet: 59 x 60, Maha Zayyar Bon Quarter, Aung Myae Thar Zan Township, Mandalay.
Phone Number : 02-72266, 02-65958, Fax : 02-73088

စာအမှတ်၊ MSMP / AYWD – ၀၀၆/၁၇

ရက် စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ ၂၂ ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်မြို့

အကြောင်းအရာ။ <u>လုပ်ငန်းအဆိုပြုလွှာအား MSMP International Co., Ltd အမည်ဖြင့် ပြောင်းလဲပြင်ဆင် အတည်ပြုပေးနိုင်ပါရန် တင်ပြအစီရင်ခံခြင်း</u>

ရည် ညွှန်း ချက်။ (၁) Semeikhon Myotha International Port Co., Ltd ၏ (၆–၂–၂၀၁၇) ရက်စွဲပါ တင်ပြစာ

(၂) MSMP International Co., Ltd ၏ (၁၁–၄–၂၀၁၇) ရက်စွဲပါ စာအမှတ်၊ MSMP / AYWD –၀၀၄/၁၇

၁။ မန္တလေးတိုင်းဒေသကြီး၊မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ဆီမီးခုံ (ရောဝတီ) ဆိပ်ကမ်း မြေဧရိယာ (၅၉ . ၉၄) ကေတွင် To Develop and Construct the port; operate the general cargo and container depots လုပ်ငန်းအား Semeikhon Myotha International Port Co., Ltd အနေဖြင့် ဆောင်ရွက်ခွင့်ပြုနိုင်ပါရန် အဆိုပြုလွှာအားတင်ပြလျှောက်ထားခဲ့ပါသည်။

၂။ ဖော်ပြပါအတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် Semeikhon Myotha International Port Co., Ltd အမည်ဖြင့် တင်ပြလျှောက်ထားခဲ့သော်လည်း အကျိုးတူပူးပေါင်းဆောင်ရွက်မည့် International Finance Corporation (IFC)၏ တောင်းဆိုချက်အရ MSMP International Co., Ltd အမည်ဖြင့်ပြောင်းလဲ လျှောက်ထားမည်ဖြစ်ပါသဖြင့် ယင်းသို့ ကုမ္ပဏီအမည်ပြောင်းလဲမှုအခြေအနေအား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ရည်ညွှန်း (၁) (၂) ပါ စာဖြင့်တင်ပြခဲ့ပါသည်။

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၃။ သို့ပါ၍ ဆီမီးခုံ (ရောဝတီ) ဆိပ်ကမ်းမြေဧရိယာ (၅၉.၉၄) ကေတွင် ဆောင်ရွက်မည့်လုပ်ငန်းများအား MSMP International Co., Ltd အမည်ဖြင့် ပြောင်းလဲလျှောက်ထားခွင့်ပြုပါရန်နှင့် အဆိုပြုလွှာနှင့်တကွ လိုအပ်သော စာရွက်စာတမ်းများကို MSMP International Co., Ltd အမည်ဖြင့် ပြောင်းလဲ တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်–

ဦးထွန်းထွန်းအောင်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

တယ်လီဖုန်း -၀၁-၆၅၈၀၃၃
ဖက်(စ်) -၀၁-၆၅၇၈၂၄

စာအမှတ်၊ မရက- ၉/မ-ထွေ/၂၀၁၇ (၀၀၈၆)
ရက်စွဲ၊ ၂၀၁၇ ခုနှစ် ဇန်နဝါရီလ ၁၈ ရက်

အကြောင်းအရာ။ **Mandalay Myotha Industrial Development Public Co., Ltd. မှ တည်ဆောက်ရေးကာလ တိုးမြှင့်ခွင့်ပြုပါရန်၊ မြေဧကနှင့် ရင်းနှီးမြှုပ်နှံမှု တန်ဖိုးလျှော့ချခွင့်ပြုပါရန် တင်ပြလာခြင်းကိစ္စ**

ရည်ညွှန်းချက်။ Mandalay Myotha Industrial Development Public Co., Ltd. ၏ ၁၆-၁၂-၂၀၁၆ နေ့စွဲပါစာအမှတ်၊ MMID/ AWK - ၀၇၅/၁၆

၁။ Mandalay Myotha Industrial Development Public Co., Ltd. မှ ရည်ညွှန်းပါစာဖြင့် တင်ပြလာသည့်ကိစ္စနှင့် စပ်လျဉ်း၍ ၂၀၁၇ ခုနှစ် ဇန်နဝါရီလ ၆ ရက်နေ့တွင် ကျင်းပသည့် (၁/၂၀၁၇) ကြိမ်မြောက် ကော်မရှင်အစည်းအဝေးမှ အောက်ပါအတိုင်းဆုံးဖြတ်ခဲ့ပါသည်-

(က) Mandalay Myotha Industrial Development Public Co., Ltd. ၏ တည်ဆောက်ရေးကာလအား ၂၀၁၅ ခုနှစ် ဖေဖော်ဝါရီလ ၂၃ ရက်နေ့မှ ၂၀၁၈ ခုနှစ် ဖေဖော်ဝါရီလ ၂၂ ရက်နေ့အထိ (၃)နှစ်တိတိ တိုးမြှင့်ခွင့်ပြုရန်။

(ခ) မူလခွင့်ပြုမြေ (၃၈၀) ဧက မှ (၃၂၀) ဧကသို့ လျှော့ချခွင့်ပြုရန်နှင့် လျှော့ချသည့် မြေဧက(၆၀) နှင့်ညီမျှသည့် မြေနှင့်အဆောက်အဦတန်ဖိုးပါကျပ်သန်း (၅၇၈၉.၃၇၄) အားမူလရင်းနှီးမြှုပ်နှံမှုတန်ဖိုးမှထုတ်နုတ်၍ မတည်ငွေရင်းပမာဏအား အမေရိကန်ဒေါ်လာ ၃၁.၁၀ သန်းအပါအဝင် ကျပ် (၄၂၆၁၀.၆၂၆)သန်းသို့ လျှော့ချခွင့်ပြုရန်။

၂။ သို့ဖြစ်ပါ၍ ကော်မရှင်အစည်းအဝေး ဆုံးဖြတ်ချက်အပေါ် သိရှိဆောင်ရွက်နိုင်ပါရန်နှင့် ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး လျှော့ချခြင်းအတွက် ကော်မရှင်ခွင့်ပြုမိန့်တွင် ပြင်ဆင်ရန် ဝန်ဆောင်ခ ကျပ် ၂၅၀၀၀၀ (ကျပ် နှစ်သိန်း ငါးသောင်း တိတိ) အား ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာနသို့ ပေးသွင်းထားသည့် ငွေသွင်းချလံ (မူရင်း)နှင့် ကော်မရှင်ခွင့်ပြုမိန့် (မိတ္တူ)ကို ကော်မရှင်ရုံးသို့ ပေးပို့ရန် အကြောင်းကြားပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(မြသူဇာ၊တွဲဖက်အတွင်းရေးမှူး)

မန်းနေဂျင်းဒါရိုက်တာ
Mandalay Myotha Industrial Development Public Co., Ltd.
မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထ ပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FROREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

MSMP INTERNATIONAL Co., Ltd

အမ်အက်စ်အမ်ပီအပြည်ပြည်ဆိုင်ရာကုမ္ပဏီလီမိတက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

ရက်စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ၊ (၂၂) ရက်

ပုံစံ (၁)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ/ ကမကထပြုသူ၏ အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ H - MMID / TTA -

ရက် စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ၊ ၂၂ ရက်

ကျွန်တော်/ ကျွန်မသည် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည် –

၁။ ရင်းနှီးမြှုပ်နှံသူ သို့မဟုတ် ကမကထပြုသူ၏ –

(က) အမည် — ဦးထွန်းထွန်းအောင်

(ခ) အဖအမည် — ဦးအောင်ဝင်းနိုင်

(ဂ) နိုင်ငံခြားစိစစ်ရေးကတ်အမှတ် — ၉/မရမ (နိုင်) ၀၅၄၀၉၈

(ဃ) နိုင်ငံသား — မြန်မာ

(င) နေရပ်လိပ်စာ

(၁) ပြည်တွင်း — ရွှေနန်းဦးခြံ၊ (၁၉နှင့်၂၀လမ်း)နှင့်(၆၅နှင့် ၆၆လမ်း)ကြား၊နန်းဦးလမ်းသွယ်၊အနိုပ်တော်ရပ်၊အောင်မြေသာဇံမြို့နယ်၊မန္တလေးမြို့။

(၂) ပြည်ပနိုင်ငံ

(စ) ပင်မကုမ္ပဏီအမည် — Mandalay Myotha Industrial Development Publlic Co., Ltd

(ဆ) လုပ်ငန်းအမျိုးအစား — ဆိပ်ခံတံတား တည်ဆောက်ပြီးအထွေထွေ ကုန်ပစ္စည်းတင်သင်္ဘောများဆိုက်ကပ်၍ ကုန်တင်ကုန်ချဆိပ်ကမ်းဝန်ဆောင်မှုလုပ်ငန်း

(ဇ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ — အမှတ်-(၅၁၄/၈)၊(၂၆)လမ်း ၊(၅၉)လမ်းနှင့် (၆၀)လမ်းကြား၊မဟာဇေယျာဘုံရပ်၊ အောင်မြေသာဇံမြို့နယ်၊ မန္တလေးမြို့။

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါက ရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့်သူများ၏ –

(က) အမည် — Mr. Vikram Kumar

(ခ) အဖအမည် — -------------

(ဂ) နိုင်ငံကူးလက်မှတ်အမှတ် A669158

(ဃ) နိုင်ငံသား United Nation

(င) နေရပ်လိပ်စာ

(၁) ပြည်တွင်း

(၂) ပြည်ပနိုင်ငံ United States of America

(စ) ပင်မကုမ္ပဏီအမည် International Finance Corporation (IFC)

(ဆ) လုပ်ငန်းအမျိုးအစား ရင်းနှီးမြှုပ်နှံမှုနှင့်ဘဏ္ဍာရေးဝန်ဆောင်မှုလုပ်ငန်း

(ဇ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ 2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433
United States of America

မှတ်ချက် အထက်အပိုဒ် (၁) နှင့် (၂) တို့နှင့်စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြပါမည် –

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထား (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်(မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ်(မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေးဆိုင်ရာ အထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်လုပ်ငန်းအမျိုးအစား

(က) ကုန်ထုတ်လုပ်မှု

(ခ) ထုတ်လုပ်မှုနှင့် ဆက်စပ်သောဝန်ဆောင်မှုလုပ်ငန်းများ

(ဂ) ဝန်ဆောင်မှု ဆိပ်ခံတံတား တည်ဆောက်ပြီးအထွေထွေ
ကုန်ပစ္စည်းတင်သင်္ဘောများဆိုက်ကပ်၍
ကုန်တင်ကုန်ချဆိပ်ကမ်းဝန်ဆောင်မှုလုပ်ငန်း

(ဃ) အခြား

မှတ်ချက် အထက်အပိုဒ် (၃) နှင့် စပ်လျဉ်း၍ လုပ်ငန်းသဘောသဘာဝ ရှင်းလင်းချက် တင်ပြရန်

၄။ ဖွဲ့စည်းမည့်စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဍာန်

(က) ရာခိုင်နှုန်းပြည့်

(ခ) ဖက်စပ်ပြုလုပ်ခြင်း

(၁) နိုင်ငံခြားသားနှင့် နိုင်ငံသား 30 : 70

(၂) နိုင်ငံခြားသားနှင့် အစိုးရဌာန/ အဖွဲ့အစည်း

(ဂ) ပဋိညာဉ်စာချုပ်ဖြင့် ဆောင်ရွက်ခြင်း

(၁) နိုင်ငံခြားသားနှင့် နိုင်ငံသား

(၂) နိုင်ငံခြားသားနှင့် အစိုးရဌာန/ အဖွဲ့အစည်း

မှတ်ချက် အထက်အပိုဒ် (၄) နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရပါမည် –

(၁) ပြည်တွင်းနှင့် ပြည်ပမှ ထည့်ဝင်မည့် မတည်ငွေရင်းအချိုးကို ဖော်ပြပြီး၊ ယင်းကုမ္ပဏီကို စီမံခန့်ခွဲမည့်သူများ၏ အမည်၊ မည်သည့်နိုင်ငံသား၊ နေရပ်လိပ်စာနှင့် ရာထူးအမည်

(၂) ဖက်စပ်စာချုပ် (မူကြမ်း) တင်ပြရန်နှင့် နိုင်ငံတော်နှင့် ပတ်သက်လျှင် ပြည်ထောင်စု ရှေ့နေချုပ်ရုံး ၏ သဘောထားမှတ်ချက်

(၃) ပဋိညာဉ် (စာချုပ်) (မူကြမ်း)

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့် သက်ဆိုင်သော အချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း 150 million USD နှင့် 350 million USD

(ခ) အစုရှယ်ယာအမျိုးအစား 30% : 70%

(ဂ) အစုရှယ်ယာဝင်များက ထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ

500,000,000 Shares of USD 1 per share

မှတ်ချက် အထက်အပိုဒ် (၅) နှင့် စပ်လျဉ်း၍ ကုမ္ပဏီ၏ သင်းဖွဲ့မှတ်တမ်း/ သင်းဖွဲ့စည်းမျဉ်းတင်ပြရန်

၆။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့် ကုမ္ပဏီ/ လုပ်ငန်း (မတည်ငွေရင်း)နှင့် သက်ဆိုင်သော အချက်အလက်များ

(က)

	ကျပ်/ US$ (သန်းပေါင်း)
ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ/ရာခိုင်နှုန်း	8.95
နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ/ရာခိုင်နှုန်း	3.84
စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	12.79

(ခ) အဆိုပြုမတည်ငွေရင်း နှစ်အလိုက်ထည့်ဝင်မည့် အခြေအနေ/ယူဆောင်လာမည့်ကာလ

(3)နှစ်အတွင်း

(ဂ) အဆိုပြုမတည်ငွေရင်းအပြည့်အဝထည့်ဝင်မည့် နောက်ဆုံးရက်သတ်မှတ်ချက်

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(ဃ) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်သက်တမ်း 50 Years

(င) တည်ဆောက်မှုစတင်မည့်အချိန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်မှုကော်မရှင်မှ ခွင့်ပြုမိန့်ရရှိသည့်နေ့မှ စတင်ဆောင်ရွက်သွားပါမည်။

(စ) တည်ဆောက်မှုကာလ – --- (၂) နှစ် ----------------------------

မှတ်ချက် အထက်အပိုဒ် (၆) (ဂ) နှင့်စပ်လျဉ်း၍ လိုအပ်ပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်

၇။ နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း –

		နိုင်ငံခြားငွေ (သန်းပေါင်း)
(က)	နိုင်ငံခြားငွေ (အမျိုးအစားနှင့် တန်ဖိုးပမာဏ)	3.52
(ခ)	စက်ပစ္စည်းများ၊ စက်ကရိယာများ စသည့်ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	
(ဂ)	ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့် အခြား အလားတူပစ္စည်းများ၏တန်ဖိုးပမာဏ	
(ဃ)	လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ ကုန်အမှတ်တံဆိပ်၊ မူပိုင်ခွင့်စသည့် အသိဉာဏ်ဆိုင်ရာပစ္စည်းများ၏ တန်ဖိုးဖြတ် နိုင်သော အခွင့်အရေးများ၏ တန်ဖိုးပမာဏ	0.32
(င)	ကျွမ်းကျင်မှု နည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ	
	စုစုပေါင်း	**3.84**

၈။ ပြည်တွင်းမှ ထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်

		နိုင်ငံခြားငွေ (သန်းပေါင်း)	ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း)
(က)	ငွေပမာဏ		
(ခ)	စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	2.622	3146.4
(ဂ)	အဆောက်အအုံများ/ မြေငှားရမ်းခ	3.12	3744
(ဃ)	အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	3.208	3849.6
(င)	ပရိဘောဂနှင့်လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ(အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)		
(စ)	ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)		
	စုစုပေါင်း	**8.95**	**10740**

၉။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းနှင့် သက်ဆိုင်သောအချက်အလက်များ -

(၁) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ – မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ဆီမီးခုံ(ဧရာဝတီဆိပ်ကမ်း)ဒေသ ။
Plot No.P2 , P7 ,P11.

(၂) မြေ သို့မဟုတ် မြေနှင့် အဆောက်အအုံနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်

(၁)	တည်နေရာ	မြင်းခြံမြို့နယ်၊ဆီမီးခုံ(ဧရာဝတီဆိပ်ကမ်း) ဒေသ
(၂)	မြေ/အဆောက်အအုံ အကျယ်အဝန်း	၅၉.၉၄ ဧက

(၃) လက်ရှိပိုင်ဆိုင်သူ

(ကက)	အမည်/ ကုမ္ပဏီအမည်/ဌာန	ဦးထွန်းထွန်းအောင်
(ခခ)	နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်	၉/မရမ(နိုင်) ၀၅၄၀၉၈
(ဂဂ)	နေရပ်လိပ်စာ	ရွှေနန်းဦးခြံ၊ (၁၉နှင့်၂၀လမ်း)နှင့်(၆၅နှင့် ၆၆လမ်း)ကြား၊နန်းဦးလမ်းသွယ်၊အနိတ်တော်ရပ်၊အောင်မြေသာဇံမြို့နယ်၊ မန္တလေးမြို့။

(၄) မြေအမျိုးအစား — လန (၃၀) ခွင့်ပြုမိန့် (ပူးတွဲ)

(၅) မြေငှားဂရန်ခွင့်ပြုကာလ

(၆) ငှားရမ်းမည့်ကာလ — ၂၀၁၇ ခုနှစ် မှ ၂၀၆၇ ခုနှစ်ထိ (၅၀)နှစ်

(၇) ငှားရမ်းခနှုန်းထား

(ကက)	မြေ	0.2572 USD per square meter per year
(ခခ)	အဆောက်အအုံ	

(၈) ရပ်ကွက်

(၉) မြို့နယ်

(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး

(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ်

(ကက)	အမည်/ ကုမ္ပဏီအမည်/ဌာန	MSMP International Company Limited
(ခခ)	အဖအမည်	
(ဂဂ)	နိုင်ငံသား	
(ဃဃ)	နိုင်ငံကူးလက်မှတ်အမှတ်	
(ငင)	နေရပ်လိပ်စာ	

မှတ်ချက် အထက်အပိုဒ် ၉(ခ)နှင့်စပ်လျဉ်း၍ အောက်ပါအချက်အလက်များကို ပူးတွဲတင်ပြရပါမည် –

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထားနှင့် မြေပုံပူးတွဲတင်ပြရန်

(၂) မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်နှင့် နိုင်ငံတော်နှင့် ပတ်သက်လျှင် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်တင်ပြရန်

(ဂ) ဆောက်လုပ်မည့်အဆောက်အအုံလိုအပ်ချက်

(၁) အဆောက်အအုံ အမျိုးအစား/အရေအတွက် — နောက်ဆက်တွဲဖြင့်

(၂) အကျယ်အဝန်း — ပူးတွဲတင်ပြပါသည်

(ဃ) ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ဝန်ဆောင်မှု

(၁) ထုတ်လုပ်မည့် ပစ္စည်း

(၂) နှစ်စဉ်ထုတ်လုပ်မည့် ခန့်မှန်းအရေအတွက်

(၃) ဝန်ဆောင်မှုအမျိုးအစား — ဆိပ်ခံတံတားတည်ဆောက်ပြီးအထွေထွေ ကုန်ပစ္စည်းတင်သင်္ဘောများ ဆိုက်ကပ်၍ ကုန်တင်ကုန်ချဆိပ်ကမ်းဝန်ဆောင်မှုလုပ်ငန်း

(၄) နှစ်စဉ် ဝန်ဆောင်မှု ခန့်မှန်းတန်ဖိုး — (နောက်ဆက်တွဲဇယား)

မှတ်ချက် အထက်အပိုဒ် ၉(ဃ) နှင် စပ်လျဉ်း၍ သေးစိတ်အချက်အလက်များကို ပူးတွဲတင်ပြပါရန်

(င) ဆောင်ရွက်ပုံနည်းစနစ် — မြေငှားရမ်း၍ ဆိပ်ကမ်းတည်ဆောက်ခြင်း

(စ) နှစ်စဉ်စက်သုံးဆီလိုအပ်ချက်

၁။ ဒီဇယ်ဆီ — ဂါလံ (၁၈၂၅၀၀)

၂။ ဓါတ်ဆီ — -

၃။ စက်ဆီ၊ ချောဆီ — ဂါလံ (၁၁၀၀၀)

(ဆ) နှစ်စဉ် လျှပ်စစ်ဓါတ်အားလိုအပ်ချက်

၁။ လျှပ်စစ်ဓါတ်အား — မိမိအစီအစဉ်ဖြင့်ဆောင်ရွက်ပါမည်။

၂။ ဒီဇယ်ဆီအင်ဂျင်စက်အား — 150 KVA

(ဇ) နှစ်စဉ်ရေလိုအပ်ချက်

၁။ တစ်နေ့ရေလိုအပ်ချက် — ဂါလံ (၄၀၀၀)

၂။ တစ်နှစ်ရေလိုအပ်ချက် — ဂါလံ (၁. ၄၆) သန်း

(ဈ) နှစ်စဉ်လုပ်ငန်းသုံးပစ္စည်း/ကုန်ကြမ်းလိုအပ်ချက်

(ည) အဆောက်အဦးလိုအပ်ချက်

(ဋ) မြေနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက် — စီမံကိန်းဧရိယာဧက(၅၉. ၉၄)၊လန(၃၀)

(၄) ခန့်မှန်းထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ဝန်ဆောင်မှု

(၅) ရောင်းချမည့်နည်းစနစ် ဆိပ်ကမ်းဝန်ဆောင်မှုလုပ်ငန်းများကို သတ်မှတ်နှုန်းထားဖြင့်အခွန်အခများ ကောက်ခံခြင်း

၁၀။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သက်၍ သေးစိတ်ဖော်ပြချက်–

(က) အမည်/ကုမ္ပဏီအမည် International Finance Corporation(IFC)

(ခ) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဂ) ဘဏ်စာရင်းအမှတ် ---------------------

မှတ်ချက် အထက်အပိုဒ် ၁၀နှင့် စက်လျဉ်း၍ မိခင်နိုင်ငံရှိ ဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီ၏ စာရင်းစစ်ပြီးသည့် နှစ်ချုပ်စာရင်းပူးတွဲတင်ပြရန်

၁၁။ ဆောင်ရွက်ရမည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့် အမှုထမ်းစာရင်း–

(က) ပြည်တွင်းမှ လိုအပ်သည့်အမှုထမ်းစာရင်း (၁၃၅) ဦး (နောက်ဆက်တွဲဇယား)

(ခ) ပြည်ပမှလိုအပ်မည့် ကျွမ်းကျင်သူနှင့် အတတ်ပညာရှင်များ (၁၅) ဦး (နောက်ဆက်တွဲဇယား)

(အင်ဂျင်နီယာ,QC , Buyer စီမံခန့်ခွဲရေး စသည့် လုပ်ငန်းသဘာဝပေါ်မူတည်၍ လိုအပ်သည့် ကာလ ပိုင်းအခြားပါ ဖော်ပြရန်)

မှတ်ချက် အထက်အပိုဒ် ၁၁နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်လက်များကို ပူးတွဲတင်ပြရပါမည်–

(၁) အရေအတွက်၊ ရာထူး၊ လစာနှုန်း စသည့်အချက်များ

(၂) အမှုထမ်း/ဝန်ထမ်းလုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိရေး ဆောင်ရွက်မည့် အစီအမံများ

(၃) နိုင်ငံခြားသားမိသားစု ပါ/မပါ

၁၂။ စီးပွားရေး တွက်ခြေကိုက်မှုနှင့် စပ်လျဉ်းသော အချက်အလက်များ–

		နိုင်ငံခြားငွေ	ညီမျှသည့် ခန့်မှန်းကျပ်ငွေ
(က)	နှစ်စဉ်ဝင်ငွေရရှိမှု	(နောက်ဆက်တွဲဇယား –)	
(ခ)	နှစ်စဉ်လုပ်ငန်းကုန်ကျစရိတ်	(နောက်ဆက်တွဲဇယား –)	
(ဂ)	နှစ်စဉ်အသားတင်အမြတ်	(နောက်ဆက်တွဲဇယား –)	
(ဃ)	နှစ်အလိုက် ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး	(နောက်ဆက်တွဲဇယား –)	

(အသေးစိတ်တွက်ချက်ပုံနည်းစနစ်ကိုပူးတွဲဖော်ပြရန်)

၁၃။ သဘာဝပတ်ဝန်းကျင် ထိခိုက်မှု ဆန်းစစ်ခြင်းအစီရင်ခံစာပြုစုဆဲဖြစ်ပါသည်

(က) သဘာဝပတ်ဝန်းကျင် ထိခိုက်မှု ဆန်းစစ်ခြင်း ဆောင်ရွက်မည့် အဖွဲ့အစည်း

(ခ) သဘာဝပတ်ဝန်းကျင် ထိခိုက်မှု ဆန်းစစ်ခြင်း ဆောင်ရွက်မည့် ကာလ

(ဂ) သဘာဝပတ်ဝန်းကျင် ထိခိုက်မှု အတွက်ပေးလျော်မှုအစီအစဉ်

(ဃ) ရေသန့်စနစ်နှင့် ရေဆိုးစွန့်ပစ်မည့်အစီအစဉ်

(င) အညစ်အကြေးအမှိုက်စွန့်ပစ်မည့်အစီအစဉ်

(စ) ဓါတုပစ္စည်းများအသုံးပြုပါက သိုလှောင်ထိန်းသိမ်းမည့်အစီအစဉ်

၁၄။ လူမှုစီးပွားရေးဆိုင်ရာသက်ရောက်မှုများ ဆန်းစစ်ခြင်းအစီရင်ခံစာပြုစုဆဲဖြစ်ပါသည်။

(က) လူမှုစီးပွားရေးဆိုင်ရာသက်ရောက်မှုများ ဆန်းစစ်ခြင်းဆောင်ရွက်မည့်အဖွဲ့အစည်း

(ခ) လူမှုစီးပွားရေးဆိုင်ရာသက်ရောက်မှုများ ဆန်းစစ်ခြင်းဆောင်ရွက်မည့်ကာလ

(ဂ) လူမှုပတ်ဝန်းကျင်အား အထောက်အပံ့ပြုမည့်အစီအစဉ်

လက်မှတ်

အမည် TUN TUN AUNG

ရာထူး MANAGING DIRECTOR
MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD.

Form (1)

Proposal Form of Investment/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman

Myanmar Investment Commission

Reference No. H-MCIC / AWK -

Date. 22nd June 2017

I do apply for the permission to make investment in the Republic of the Union of Myanmar of accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's:-

(a) Name — U Tun Tun Aung

(b) Father's Name — U Aung Win khaing

(c) ID No./National Registration Card No. — 9/MaYaMa(N)054098

(d) Citizenship — Burmese

(e) Address:

(i) Address in Myanmar — Shwe Nan Oo Chan , Between (19th and 20th) and (65th and 66th) Street , Nan Oo Lane , Ahnatetaw Yark , Aung Myay Thar Zan Township , Mandalay .

(ii) Residence aboard -

(f) Name of principle organization — Mandalay Myotha International Develop ment Publlic Co., Ltd

(g) Type of business — To develop and construct the port ; operate the general cargo and container depots .

(h) Principle company's address — No.(514/8), Between (59 & 60) Street , 26th Road , Aung Myae Thar Zan Town ship , Mandalay .

2. If the investment business is formed under Joint Venture, parner's:-

(a) Name — Mr. Vikram Kumar

(b) Father's Name — ----------

(c) ID No./National Registration Card No. A669158

(d) Citizenship United Nation

(e) Address:

(i) Address in Myanmar

(ii) Residence aboard United States of America

(f) Parent company International Finance Corporation (IFC)

(g) Type of business Investment and Financial supporting services

(h) Parent company's address: 2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433
United States of America

Remark: The following documents need to attach according to the above paragraph (1) and(2):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy),

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-

(a) Manufacturing ....

(b) Service business related with manufacturing ....

(c) Service To develop and construct the port ; operate the general cargo and container depots .

(d) Others ....

Remarks: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

(a) One hundred percent ....

(b) Joint Venture:

(i) Foreigner and citizen ....30 : 70 ....

(ii) Foreiger and Government department/organization ....

(c) By contractual basis

(i) Foreigner and citizen ....

(ii) Foreigner and Government department/ organization ....

Remark: The following information needs to attach for the above paragraph (4) : -

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors:

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with State;

(iii) Contract (Agreement) (Draft)

5. Particulars relating to company incorporation

(a) Authorized capital ....USD 500 Million.................................

(b) Type of share ....30 : 70 ....

(c) Number of share ... 500,000,000 Shares of USD 1 per share

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5

6. Particulars relting to capital of the investment business

(a)	**US$ (Million)**
Amount/percentage of local capital to be contributed	**8.95**
Amount/percentage of foreign capital to be brough in	**3.84**
Total	**12.79**

(b) Annually or period of proposed capital to be brought in **within three years**

(c) Last date of capital brought in **2020 complete**

(d) Proposed duration of investment **50 years**

(e) Commencement date of construction **Start the construction when we get the MIC permit**

(f) Construction period **(2) Years**

Remark: Describe with annexure if it is required for the above Para3 6 (c)

7. Detail list of foreign capital to be brought in -

		Foreign Currency (USD Mill)	
(a)	Foreign currency (Type and amount)	**3.52**	....
(b)	Machinery and equipment and value (to enclose detail list)	....	....
(c)	List of initial raw materials and value (to enclose detail list)	....	....

(c)	List of initial raw materials and value (to enclose detail list)	....	....
(d)	Value of licence, intellectual property, Industrial design, trade mark, Patent rights, etc.	..............0.32................	....
(e)	Value of technical know-how	....	....
	Total	**3.84**	

Remark: The evidence of permission shall submitted for the above para 7(d) and (e).

8. Details of local capital to be contributed-

		US$ (Million)	**Kyats(Million)**
(a)	Amount		
(b)	Value of machinery and equipment. (to enclose detail list)	2.622	3146.4
(c)	Rental rate for building/land	3.12	3744
(d)	Cost of building construction	3.208	3849.6
(e)	Value of furniture and assets (to enclose detail list)		
(f)	Value of initial raw material requirement (to enclose detail list)		
	Total	**8.95**	**10740**

9. Particulars about the investment business-

(a) Investment location(s)/place ...**Myingyan Township, Semikhon (Ayayarwaddy Port) ,Mandalay Region.**Plot No.P2 , P7 ,P11.

(b) Type and area requirement for land or land and building

(i) Location ...**Myingyan Township, Semikhon (Ayayarwaddy Port)**...

(ii) Number of land/building and area **59.94 Area**...

(iii) Owner of the land ....

(aa) Name/company/department **U Tun Tun Aung**

(bb) National Registration Card No. **9/Ma Ya Ma (N)054098**

(aa) Address **Shwe Nan Oo Chan , Between (19th and 20th) and (65th and 66th) Street , Nan Oo Lane , Ahnatetaw Yark , Aung Myay Thar Zan Township , Mandalay .**

(iv) Type of land **La Na (30) Permit** .... **(Atteched)**

(v) Period of land lease contract ....

(vi) Lease period ....**2017**.......... From ......**2067**................. To (**50**) year

(vii) Leas rate ....

(aa) Land **US$ 0.2572 per square meter per year**

(bb) Building..

(viii) Ward ....

(ix) Township..

(x) Lessee ....

(aa) Name/Name of company/Department **MSMP INTERNATION Co., ltd.**

....

(bb) Father's name; ....

(cc) Citizenship ....

(dd) ID No./Passport No. ....

(ee) Residence Address ....

Remark: Following particulars have to enclosed for above Para 9(b):-

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type/number of building ....

(ii) Area **59.94 Area**

(d) Product to be produced/Service ....

(1) Name of product ....

(2) Estimate amount to be produced annually ....

(3) Type of service To develop and construct the port ; operate the general cargo and container depots .

(4) Estimate value of service annually ....

Remark: Detail list shall be enclosed with regard to be above para 9(d)

(f) Service system To develop and construct the port ; operate the general cargo and container depots .

(i) Annual fuel requirement

(a) HSD..........**182500**..Gl..........

(b) Lubricant ....11000..GL..........

(j) Annual electricity requirement ....

(a) Electric Power **Own Plan**

(b) Generator **150 KVA**

(k) Annual water requirement ....

(a) Daily water requirement **4000 GL**

(b) Yearly water requirement **1.46 Mill GL**

(l) Annual Operation Material requirement ....

(m) No of Building requirement ....

(l) Annual Operation Material requirement ....

(l) Sales System **Collecting Services Charges from Operation**

10. Detail information about financial standing -

(a) Name/Company's name **International Finance Corporation (IFC)**

(b) ID No./National Registration Card No./Passport No. ....

(c) Bank Account No. ....

Remark: To enclose bank statement from resident country or annual audit report of the principal company with regard to the above para 10.

11. Number of personal required for the proposed economic activity:-

(a) Local personnel (135) number

(b) Foreign experts and technicians (15) number

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period).

Remark: As per para 11 the following information shall be enclosed: -

(i) Number of personnel, occupation, salary.etc;

(ii) Social security and welfare arrangements for personnel;

(iii) family accompany with foreign employee;

12. Particulars relating to economic justifications: -

		Foreign Currency	Equvalent Estimated Kyat
(a)	Annual income	....**Attech̲ed with annexe**........	
(b)	Annual expenditure	....**Attech̲ed with annexe**........	
(c)	Annual net profit	....**Attech̲ed with annexe**........	
(d)	Yearly investments	....**Attech̲ed with annexe**........	
(e)	Recoupment period	....**Attech̲ed with annexe**........	
(f)	Other benefits	....**Attech̲ed with annexe**........	
	(to enclose detail calculations)		

13. Evaluation of environmental impact: - Statement uender preperation

(a) Organization for evaluation of environmental assessment;

(b) Duration of the evaluation for environmental assessment;

(c) Compensation programme for environmental damages

(d) Water purification system and waste water treatment system;

(e) Waste management system;

(f) System for storage of chemicals

14. Evaluation of environmental impact: -Statement under preperation (a)

(a) Organization for evaluation of social impact assessments;

(b) Duration of the evaluation for social impact assessments;

(c) Corporate social responsibility programme;

Signature

TUN TUN AUNG
MANAGING DIRECTOR
MANDALAY MYOTHA INDUSTRIA
DEVELOPMENT PUBLIC CO., LT

Name

Designation

MSMP INTERNATIONAL COMPANY LIMITED

No. (514/8), 26 Street, Bet: 59 x 60, Maha Zayyar Bon Quarter, Aung Myae Thar Zan Township, Mandalay.
Phone Number : 02-72266, 02-65958, Fax : 02-73088

စာအမှတ်၊ MSMP / AYWD - ၀၀၆/၁၇
ရက် စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဖွန်လ ၂၂ ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်မြို့

အကြောင်းအရာ။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း၏ သဘောထားမှတ်ချက်နှင့်အညီ လိုက်နာဆောင်ရွက်ရန်ကိစ္စ

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း၏ (၃၀-၅-၂၀၁၇) ရက်စွဲပါ စာအမှတ်၊ မအသ/MIC/၀၃၉၃/၂၀၁၇

၁။ မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ဆီမီးခုံကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၅က) ရှိ မြေဧရိယာ (၅၉.၉၄) ဧကတွင် To Develop and Construct the port; operate the general cargo and container depots လုပ်ငန်းဆောင်ရွက်ရန်ကိစ္စနှင့်စပ်လျဉ်း၍ သဘောထားမှတ်ချက် တောင်းခံခြင်းအပေါ် မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်းမှ ရည်ညွှန်းပါစာဖြင့် လိုက်နာဆောင်ရွက်ရန် သဘောထားမှတ်ချက်များကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အကြောင်းပြန်ကြားတင်ပြထားသည်ကို ကျွန်တော်များကုမ္ပဏီအနေဖြင့် သိရှိမှတ်သားပြီးဖြစ်ပါသည်။

၂။ သို့ပါ၍ ရည်ညွှန်းစာတွင် ဖော်ပြပါရှိသော မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း၏ သဘောထားမှတ်ချက်နှင့်အညီ ဆောင်ရွက်ရမည့် အစီအစဉ်များအား ကျွန်တော်များ MSMP International Co., Ltd မှ လိုက်နာဆောင်ရွက်မည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်-

ဦးထွန်းထွန်းအောင်

MSMP INTERNATIONAL COMPANY LIMITED

No. (514/8), 26 Street, Bet: 59 x 60, Maha Zayyar Bon Quarter, Aung Myae Thar Zan Township, Mandalay.

Phone Number : 02-72266, 02-65958, Fax : 02-73088

စာအမှတ်၊ MSMP / AYWD – ၀၀၂/၁၇

ရက် စွဲ၊ ၂၀၁၇ ခုနှစ်၊ မတ်လ ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

အကြောင်းအရာ။ ပို့ဆောင်ရေးနှင့် ဆက်သွယ်ရေးဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်နှင့် အညီ လိုက်နာဆောင်ရွက်ရန်ကိစ္စ

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၀-၃-၂၀၁၇) ရက်စွဲပါ စာအမှတ်၊မရက ၄/ န-၀၈၈/ ၂၀၁၇ (၂၇၀-က)

၁။ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ဆီမီးခုံရွာဝတီ ဆိပ်ကမ်းဧရိယာအတွင်း (၅၉.၉၄) ဧကတွင် MSMP International Port Co., Ltd မှ Port Operation နှင့် Phase 2 extension တည်ဆောက်ခြင်း လုပ်ငန်းအတွက် MIC မှ ပို့ဆောင်ဆက်သွယ်ရေးနှင့် ဆက်သွယ်ရေးဝန်ကြီးဌာနသို့ သဘောထားမှတ်ချက် တောင်းခံခဲ့ရာ လိုက်နာဆောင်ရွက်ရမည့် သဘောထားမှတ်ချက်များကို ရည်ညွှန်းပါစာဖြင့် ဖော်ပြချက်အရ သိရှိရပါသည်။

၂။ ပို့ဆောင်ရေးနှင့် ဆက်သွယ်ရေးဝန်ကြီးဌာနမှ ရည်ညွှန်းပါစာဖြင့် ဖော်ပြထားသော လိုက်နာ ဆောင်ရွက်ရန် သဘောထားမှတ်ချက် ညွှန်ကြားချက်များနှင့်အညီ ကျွန်တော်များ MSMP International Co., Ltd မှ လိုက်နာဆောင်ရွက်မည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြု တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်-

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စာအမှတ်၊ MSMP / AYWD – ၀၀၃/၁၇
ရက် စွဲ၊ ၂၀၁၇ ခုနှစ်၊ မတ်လ ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်မြို့

အကြောင်းအရာ။ သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဝန်ကြီးဌာန၏ သဘော ထားမှတ်ချက်နှင့်အညီ လိုက်နာဆောင်ရွက်ရန်ကိစ္စ

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် (အဆိုပြုချက်စိစစ်ရေးအဖွဲ့) ၏ (၁၅-၃-၂၀၁၇) ရက်စွဲပါ စာအမှတ်၊မရက-၄/ န-၀၈၈/ ၂၀၁၇ (၂၇၇)

၁။ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ဆိမီးခုံရောဝတီ ဆိပ်ကမ်းဧရိယာအတွင်း (၅၉.၉၄) ဧကတွင် MSMP International Port Co., Ltd မှ Port Operation နှင့် Phase 2 extension တည်ဆောက်ခြင်း လုပ်ငန်းအတွက် MIC မှ သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနသို့ သဘောထား မှတ်ချက် တောင်းခံခဲ့ရာ အဆိုပါ ဝန်ကြီးဌာန (ရင်းနှီးမြှုပ်နှံမှုဌာနဆိုင်ရာ ပူးပေါင်းလုပ်ငန်းအဖွဲ့) ၏ (၃၃-၃-၂၀၁၇) ရက်စွဲပါ စာအမှတ်၊ ၀၀၁/ MIC (OSS)/ ၀၁ (၉၁/၁၇) ဖြင့် လိုက်နာဆောင်ရွက်ရမည့် သဘောထားမှတ်ချက်များကို ရည်ညွှန်းပါစာဖြင့် ဖော်ပြချက်အရ ကျွန်တော်များ ကုမ္ပဏီအနေဖြင့် သိရှိရပြီးဖြစ်ပါသည်။

၂။ အဆိုပါ သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက် နှင့်အညီ ဆောင်ရွက်ရမည့် အစီအစဉ်များအား ကျွန်တော်များ MSMP International Co., Ltd မှ လိုက်နာဆောင်ရွက်မည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြု တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့် –

ဦးထွန်းထွန်းအောင်

မိတ္တူမှန်

PROPOSAL FORM (1)

CAPITAL RATIO OF MSMP INTERNATIONAL COMPANY LIMITED

Sr. No.	Name	Citizenship & N.R.C. No.	Designation	Address	Capital %
1 .	**Mandalay Myotha Industrial Development Public Co., Ltd.**				**70%**
	Represented by				
	U Aung Win Khaing	Myanmar 9/Ma Ya Ma (Naing)054095	Director	No.23, 64th Street, Between 26th x 27th Street, Aung Tawmu Quarter, Chan Aye Thar Zan Township, Mandalay.	
	U Tun Tun Aung	Myanmar 9/Ma Ya Ma (Naing)054098	Director	Shwe Nan Oo Chan , Between (19x20) and (65x66) Street , Nan Oo Lane, AhnatetawnYark Aung Myay Thar Zan Township , Mandaly .	
2 .	**International Finance Corporation**				**30%**
	Represented by				
	Mr.Vikram Kumar	U.S.A PP No. A669122		No. 2121, Pennsylvania Avenue , N.W. Washington , D.C. 20433 United States of America	
				Total Investments (USD)	**100%**

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား/မှ/မ(နိုင်)

အမှတ်--- 054095

အရပ်--- ၅'၅"

သွေးအုပ်စု--- ဧဘီ

ထင်ရှားသည့်

အမှတ်အသား--- မှဲ့ပါ



ရက်စွဲ--- 11 OCT 1992

အမည်--- ဦးအောင်ဝင်းခိုင်

ဖခင်၏အမည်--- ဦးဟုန်ချိုကျွမ်း

မွေးသက္ကရာဇ်--- ၂၀-၁၀-၁၉၅၅

လူမျိုး--- ကိုးကန့်

ကိုးကွယ်သည့်ဘာသာ--- ဗုဒ္ဓ

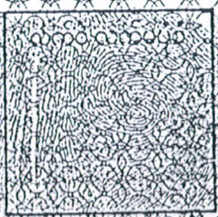
ထုတ်ပေးသူ၏လက်မှတ်

အမည်--- မြသိန်း

ရာထူး--- လဝက-၁၂၄

ဦးစီးအရာရှိ

ယာယီသက်သေခံကတ်ပြားအမှတ်--- 1/HPG-09[illegible]



အလုပ်အကိုင်--- ဦးဆောင်ညွှန်ကြားရေးမှူး (H-F-I)

နေရပ်လိပ်စာ--- အမှတ်(၁၀၀) မြည်ကြီးမျက်ရှင် [illegible]

ကိုင်ဆောင်သူလက်မှတ်

မှတ်ချက်။ (၁) [illegible] တစ်ပါတည်းကိုင်ဆောင်သွား[illegible]

(၂) [illegible]

ဝင်းမြင့် (လဝက-၅၂၁၅) [illegible] ဦးစီးအရာရှိ [illegible]

မှတ်ပုံတင်ရုံး [illegible]

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား



အရပ် - [illegible]

သွေးအုပ်စု - [illegible]

ထင်ရှားသည့်
အမှတ်အသား - [illegible]

အမှတ် - [illegible]

နိုင်ငံ 054098

ရက်စွဲ 29 MAR 1990

အမည် - [illegible]

ဖခင်၏အမည် - [illegible]

မွေးသက္ကရာဇ် - [illegible]

လူမျိုး - [illegible]

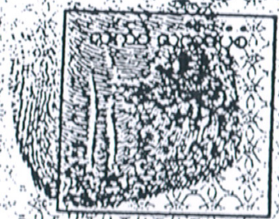
ကိုးကွယ်သည့်ဘာသာ - [illegible]

ထုတ်ပေးသူ၏လက်မှတ်

အမည် - [illegible]

ရာထူး - [illegible]

သက်သေခံကတ်ပြားအမှတ် - [illegible]



အလုပ်အကိုင် - [illegible]

နေရပ်လိပ်စာ - [illegible]

ထိုးမြဲလက်မှတ် - [illegible]

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အား ဦးစီး ဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။

توقيع حامل الجواز / 持证人签名 / Holder's signature/Signature du titulaire/
Подпись предъявителя/Firma del portador

1. UNITED NATIONS – NATIONS UNIES

2. LAISSEZ-PASSER



3. Type/ Type: PL

4. Code of issuing Organization/ Code de l'Organisation émettrice: UNO

5. Laissez-Passer No./ No de Laissez-Passer: A669158

6. Surname / Nom: KUMAR

7. Given names / Prénoms: VIKRAM

8. Official of / Fonctionnaire de: UNA

10. Index No. / No de code: WBG313398

9. Date of birth / Date de naissance: 24 MAY /MAI 1978

11. Sex / Sexe: M

12. Title / Titre: OFFICIAL OF SPECIALIZED AGENCY

14. Date of issue / Date de délivrance: 04 MAR /MARS 2016

16. Date of expiry / Date d'expiration: 04 MAR /MARS 2021

15. Authority / Autorité: UNITED NATIONS - NATIONS UNIES

PLUNOKUMAR<<VIKRAM<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

A669158<<1UNA7805248M2103042<<<<<<<<<<<<<<<02

MSMP International Co., Ltd.

List of Machineries and Equipment Etc. to be bought Local .

Sr.	No.	Particular	Qty	Unit Price USD	Amount USD
		Machineries & Equipment			
1		**MACHINE**			
	2	Backhoe / Excavator	2 Nos	70000	140000
	3	Bulldozer	2 Nos	80000	160000
	4	Wheel Loader/ Front End Loader	3 Nos	70000	210000
	5	3 Wheel Roller(Road Roller)	2 Nos	80000	160000
	6	150 KVA Generator	1 Nos	30000	30000
	10	Transporter	3 Nos	80000	240000
2		**VEHICLE**			
	11	Bowser	2 Nos	30000	60000
	12	4 x4 Utility Truck (20 Ton)	2 Nos	47000	94000
	13	Dump Truck (20 Ton)	2 Nos	30000	60000
	14	Mini Bus(For Ferry)	2 Nos	50000	100000
		Total			1254000

MSMP International Co., Ltd.

List of Machineries and Equipment Etc. to be imported

Sr. No.		Particular	Qty	Unit Price USD	Amount USD
1		**Machineries & Equipment**			
		MACHINE			
	1	Motor Grader	2 Nos	80000	160000
	2	Mobile Crane (50 Ton)	1 Nos	200000	200000
	3	Mobile Crane (30 Ton)	1 Nos	150000	150000
	4	Folk Lift (5 Ton - 20 Ton)	2 Nos	50000	100000
		Total			610000

MSMP International Co., Ltd.

List of Material Requirement to be bought in local

Exhibit No. (3)

Sr. No:	Particular	Unit	Quantity	Unit Price - USD	Amount USD
I	**Direct Material Purchase (Foreign)**				
1	**Steel Structure (Assorted)**				
	(1) H - Beam , I - Beam , U - Beam , Angle	MT	100	1500	
			100	1500	150,000
2	**Steel Plate (Assorted)**				
	(1) MS - Plate	MT	150	2000	
			150	2000	300,000
3	**Steel Rod (Assorted)**				
	(1) Deformed Bar 2"	MT	50	1000	
	(2) Round Bar 2"	MT	50	1000	
	(3) Steel Coil 8mm	MT	50	1000	
			150	1000	150,000
4	**Pipe and accessories**	MT	50	383.16	19,158
	Total				619,158

MSMP International Co., Ltd.
INVESTMENT STRUCTURE

Exhibit No.(8)

Sr. No.		Particular	Equity		Loan	Total
1		2	3		4	5
			Kyat (000)	US$		Kyat (000)
1		Investment Type				
	A	CAPITAL				
	1	In Cash	4,222,570.80	3,518,809.00		4,222,570.80
	2	In Building and land and other	7,984,341.60	6,653,618.00		7,984,341.60
	3	In Machineries & Equipments	3,146,400.00	2,622,000.00		3,146,400.00
		Total Capital	**15,353,312.40**	**12,794,427.00**		**15,353,312.40**

MSMP International Co., Ltd.

General Cargo Income

Exhibit-(7-3)

Year	Port Charges Rate	Handled Quantity	Annual Gross Income(US$)
	US$/HQ	Per Year (Ton)	
1	5.17	118500	612719
2	5.17	118500	612719
3	5.17	118500	612645
4	5.17	118500	612645
5	5.17	118500	612645
6	5.17	118500	612645
7	5.17	118500	612645
8	5.17	118500	612645
9	5.17	118500	612645
10	5.17	118500	612645
11	5.17	127500	659175
12	5.17	127500	659175
13	5.17	127500	659175
14	5.17	127500	659175
15	5.17	127500	659175
16	5.17	127500	659175
17	5.17	127500	659175
18	5.17	127500	659175
19	5.17	127500	659175
20	5.17	127500	659175
21	5.17	136500	705705
22	5.17	136500	705705
23	5.17	136500	705705
24	5.17	136500	705705
25	5.17	136500	705705
26	5.17	136500	705705
27	5.17	136500	705705
28	5.17	136500	705705
29	5.17	136500	705705
30	5.17	136500	705705
		Total	**19,775,398**

Note: (1)Port charges is a including berthing, stevedoring, supervisory, tally, watchman, Storage and Other rental charges.

(2) Berthing Period for one 4000 GRT/6000 Average Shipped /Load vessel = 8 days.

Discharges and Loading of 4000 Ton

Average Discharge and Loaded Rate = 500 Ton

(3) Occupancy Rate of Year 1 to 10 is 65% 237 days

(4) Occupancy Rate of Year 11 to 20 is 70% 255 days

(5) Occupancy Rate of Year 21 to 30 is 75% 273 days

Detail Calculation as follow;

(1) Year 1 to 10 : 237 days x 500 tons per day = 118500 Ton/Year

(2) Year 11 to 20 : 255 days x 500 tons per day = 127500Ton / Year

(3) Year 21 to 30 : 273 days x 500 tons per day = 136500 Ton/ Year

MSMP International Co., Ltd.

Container Income

Exhibit-(7-4)

Year	Handling Charges PerContainer (US$)	Container Per Year	Annual Gross Income(US$)
1	205.43	1825	374916
2	205.43	1825	374910
3	205.43	1825	374910
4	205.43	1825	374910
5	205.43	1825	374910
6	205.43	2010	412914
7	205.43	2010	412914
8	205.43	2010	412914
9	205.43	2010	412914
10	205.43	2010	412914
11	205.43	2200	451946
12	205.43	2200	451946
13	205.43	2200	451946
14	205.43	2200	451946
15	205.43	2200	451946
16	205.43	2400	493032
17	205.43	2400	493032
18	205.43	2400	493032
19	205.43	2400	493032
20	205.43	2400	493032
21	205.43	2650	544390
22	205.43	2650	544390
23	205.43	2650	544390
24	205.43	2650	544390
25	205.43	2650	544390
26	205.43	2650	544390
27	205.43	2650	544390
28	205.43	2650	544390
29	205.43	2650	544390
30	203.69	2650	539779
		Total	14103300.33

MSMP International Co., Ltd.

Demurrage Revenue(General Cargo)

Exhibit-(7-5)

Year	Total General Cargo (Ton)	Volume subject to Demurrage at 5 %	Rate per Ton per day(Kyats)	Number of days	Demurrage Revenue (Kyats)
1	118500	5925	5.17	10	306322.5
2	118500	5925	5.17	10	306322.5
3	118500	5925	5.17	10	306322.5
4	118500	5925	5.17	10	306322.5
5	118500	5925	5.17	10	306322.5
6	118500	5925	5.17	10	306322.5
7	118500	5925	5.17	10	306322.5
8	118500	5925	5.17	10	306322.5
9	118500	5925	5.17	10	306322.5
10	118500	5925	5.17	10	306322.5
11	127500	6375	5.17	10	329587.5
12	127500	6375	5.17	10	329587.5
13	127500	6375	5.17	10	329587.5
14	127500	6375	5.17	10	329587.5
15	127500	6375	5.17	10	329587.5
16	127500	6375	5.17	10	329587.5
17	127500	6375	5.17	10	329587.5
18	127500	6375	5.17	10	329587.5
19	127500	6375	5.17	10	329587.5
20	127500	6375	5.17	10	329587.5
21	136500	6825	5.17	10	352852.5
22	136500	6825	5.17	10	352852.5
23	136500	6825	5.17	10	352852.5
24	136500	6825	5.17	10	352852.5
25	136500	6825	5.17	10	352852.5
26	136500	6825	5.17	10	352852.5
27	136500	6825	5.17	10	352852.5
28	136500	6825	5.17	10	352852.5
29	136500	6825	5.17	10	352852.5
30	136500	6825	5.17	10	352852.5
	Total				9887625

MSMP International Co., Ltd.

Demurrage Revenue(Container)

Exhibit-(7-6)

Year	Total Container per Year	Volume subject to Demurrage at 5 %	Rate per TEU per day(Kyats)	Number of days	Demurrage Revenue (Kyats)
1	1825	91	700	10	638750
2	1825	91	700	10	638750
3	1825	91	700	10	638750
4	1825	91	700	10	638750
5	1825	91	700	10	638750
6	2010	101	700	10	703500
7	2010	101	700	10	703500
8	2010	101	700	10	703500
9	2010	101	700	10	703500
10	2010	101	700	10	703500
11	2200	110	700	10	770000
12	2200	110	700	10	770000
13	2200	110	700	10	770000
14	2200	110	700	10	770000
15	2200	110	700	10	770000
16	2400	120	700	10	840000
17	2400	120	700	10	840000
18	2400	120	700	10	840000
19	2400	120	700	10	840000
20	2400	120	700	10	840000
21	2650	133	700	10	927500
22	2650	133	700	10	927500
23	2650	133	700	10	927500
24	2650	133	700	10	927500
25	2650	133	700	10	927500
26	2650	133	700	10	927500
27	2650	133	700	10	927500
28	2650	133	700	10	927500
29	2650	133	700	10	927500
30	2650	133	700	10	927500
	Total				24036250

MSMP International Co., Ltd.

Vehicle Entry charges to Port Income

Exhibit-(7-7)

Year	Over 10 Wheel Vehicle	Rate per vehicle (Kyats)	6 Wheel Vehicle	Rate per vehicle (Kyats)	Under 4 Wheel Vehicle	Rate per vehicle (Kyats)	Total(Kyats)
1	200000	2500	300000	1500	7000	500	953500000
2	200000	2500	300000	1500	7000	500	953500000
3	200000	2500	300000	1500	7000	500	953500000
4	200000	2500	300000	1500	7000	500	953500000
5	200000	2500	300000	1500	7000	500	953500000
6	204000	2500	312120	1500	7280	500	981820000
7	204000	2500	312120	1500	7280	500	981820000
8	204000	2500	312120	1500	7280	500	981820000
9	204000	2500	312120	1500	7280	500	981820000
10	204000	2500	312120	1500	7280	500	981820000
11	214322	2500	321484	1500	7500	500	1021781000
12	214322	2500	321484	1500	7500	500	1021781000
13	214322	2500	321484	1500	7500	500	1021781000
14	214322	2500	321484	1500	7500	500	1021781000
15	214322	2500	321484	1500	7500	500	1021781000
16	214322	2500	321484	1500	7500	500	1021781000
17	214322	2500	321484	1500	7500	500	1021781000
18	214322	2500	321484	1500	7500	500	1021781000
19	214322	2500	321484	1500	7500	500	1021781000
20	214322	2500	321484	1500	7500	500	1021781000
21	218640	2500	327930	1500	8200	500	1042595000
22	218640	2500	327930	1500	8200	500	1042595000
23	218640	2500	327930	1500	8200	500	1042595000
24	218640	2500	327930	1500	8200	500	1042595000
25	218640	2500	327930	1500	8200	500	1042595000
26	218640	2500	327930	1500	8200	500	1042595000
27	218640	2500	327930	1500	8200	500	1042595000
28	218640	2500	327930	1500	8200	500	1042595000
29	218640	2500	327930	1500	8200	500	1042595000
30	218640	2500	327930	1500	8200	500	1042595000
							30320360000

MSMP International Co., Ltd.

Oil Berthing Income

Exhibit-(7-8)

Year	Total Oil Berth Vessel	Rate per vessel (US$)	Oil Berthing Revenue (US$)
1	50	300	15000
2	50	300	15000
3	50	300	15000
4	50	300	15000
5	50	300	15000
6	50	300	15000
7	50	300	15000
8	50	300	15000
9	50	300	15000
10	50	300	15000
11	55	300	16500
12	55	300	16500
13	55	300	16500
14	55	300	16500
15	55	300	16500
16	55	300	16500
17	55	300	16500
18	55	300	16500
19	55	300	16500
20	55	300	16500
21	60	300	18000
22	60	300	18000
23	60	300	18000
24	60	300	18000
25	60	300	18000
26	60	300	18000
27	60	300	18000
28	60	300	18000
29	60	300	18000
30	60	300	18000
		Total	495000

MSMP International Co., Ltd.

Detail of Port Charges Rate
Vessel GRT 4000 (For Discharge rate/Load) Estimated

Exhibit-(7-1)

□	Berthing Charges US$ 290x 1 days	US$	290.00
	Charges per Unit US$ 290 /150 TEU	**US$**	**1.933**
2	Container handling Charges US$ 175 TEU		
	With Ship derrick US$ 175 x 150 TEU	US$	26250.00
	With shore crane US$ 190 x 150 TEU	US$	28500.00
	Average handling charges per unit	**US$**	**182.50**
3	Container storage Charges		
	Loaded/Empty Container US$ 2 per unit	**US$**	**2.00**
4	Container Shifting Charges		
	Loaded /Empty container US$ 25 x 10 unit per day	US$	250.00
	Empty Container US$ 15 x 15 unit per day	US$	225.00
	Shifting charges per unit US$ 475/25 unit	**US$**	**19.00**
	TOTAL PORT CHARGES PER TEU (1+2+3+4)	US$	205.43

***Remarks . Other Rental Charges { Warehouse fee, Demurrage charges, Loading, Off Loading charges, Other charges}**

MSMP International Co., Ltd.

Detail of Port Charges Rate
Vessel GRT 4000 (For Discharge rate/Load) Estimated

Exhibit-(7-2)

□	Berthing Charges US$ 290x 4 days 24 hours	US$	1160.00
	Charges per Ton in US$ 1160 /4000 Ton	US$	**0.29**
2	Stevedoring Charges US$ 2.00 x 4000 Ton	US$	16000.00
	Charges per Ton in US$ 16000/ 4000 Ton	US$	**4**
3	Supervisor/ Tally/ Watchman & MCS Chrges		
3.1	Supervisor (US$ 6+OT 3) x 4 Days	US$	36.00
3.2	Assistant Supervisor (US$ 5+OT 3) x 4 Days	US$	32.00
	Tally (US$ 4+OT 3) x 4 Days	US$	28.00
	Watchman (US$ 4+OT 2) x 4 Days	US$	24.00
	Watchman (US$ 3+OT 1.5) x 4 Days	US$	18.00
	MCS (US$ 4+OT 2) x 4 Days (Marking/Sewing Man)	US$	24.00
	Total	US$	**162.00**
	25% Additional Meal Allowance	US$	40.50
	Total	US$	**202.50**
	Charges per Ton in US$ 202/8000 Ton	US$	**0.050625**
4	Warehouse fee and Other Rental Charges per Ton	US$	**0.83**
	TOTAL PORT CHARGES PER TON (1+2+3+4)	**US$**	**5.17**

***Remarks . Other Rental Charges {Demurrage charges, Loading, Off Loading charges, Other charges}**

MSMP International Co., Ltd.

LIST OF PERSONNEL INCOME REQUIREMENT

Exhibit-6

Sr. No.	Description	Nos. of Requirement	Per Month Salary	Per Year Salary
	LOCAL PERSONNEL (Kyats)			
1	General Manager	2	500000	12000000
2	Port Engineer	5	400000	24000000
3	Surveyor	2	350000	8400000
4	Accounts Officer	2	300000	7200000
5	Admin Officer	2	300000	7200000
6	Crane Operator	15	250000	45000000
7	Truck Driver	20	250000	60000000
8	Mechanic/Electrician	5	250000	15000000
9	Port Technician	15	250000	45000000
10	Junior Surveyor	2	250000	6000000
11	Accountants	5	250000	15000000
12	Office Staff	30	122000	43920000
13	Watchmen/Security	20	120000	28800000
14	General Labour	10	120000	14400000
	Total	**135**		**331,920,000**
15	Foreign Technician	15	USD 1000	216,000,000
	Total	**158**		**547,920,000**

1 US$ = 1200 Ks

MSMP International Co., Ltd.

Profit and Loss Table

Exhibit-(8-1)

No		Particular	Year 1			Year 2			Year 3			Year 4			Year 5		
			US$(000)	Kyat(000)	Total Ks(000)	US$(000)	Kyat(000)	Total Ks(000)	US$(000)	Kyat(000)	Total Ks(000)	US$(000)	Kyat(000)	Total Ks(000)	US$(000)	Kyat(000)	Total Ks(000)
1		2	3	4	5	3	4	5	3	4	5	3	4	5	3	4	5
1		**Income**															
	1	Income from General Cargo	613		735600	613		735600	613		735600	613		735600	613		735600
	2	Income from Container	375		450000	375		450000	375		450000	375		450000	375		450000
	3	Income from Demurrage (cargo)		306	306		306	306		306	306		306	306		306	306
	4	Income from Demurrage (Container)		639	639		639	639		639	639		639	639		639	639
	5	Oil Berthing Income	15		18000	15		18000	15		18000	15		18000	15		18000
	6	VehicleEntry Charge		953500	953500		953500	953500		953500	953500		953500	953500		953500	953500
		Sub Total	**1003**	**954445**	**2158045**	**1003**	**954445**	**2158045**	**1003**	**954445**	**2158045**	**1003**	**954445**	**2158045**	**1003**	**954445**	**2158045**
2		**Cost Of Operation**															
	1	Port Maintenance		50000	50000		50000	50000		50000	50000		50000	50000		50000	50000
	2	Machinery Maintenance		50000	50000		50000	50000		50000	50000		50000	50000		50000	50000
	3	H.S.D & Other		489750	489750		489750	489750		489750	489750		489750	489750		489750	489750
	4	Electricity		100000	100000		100000	100000		100000	100000		100000	100000		100000	100000
	5	Salary & Wages	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968
	6	Administration Expenses		80000	80000		80000	80000		80000	80000		80000	80000		80000	80000
	7	Tax		540	540		540	540		540	540		540	540		540	540
	8	Depreciation		248543	248543		248543	248543		248543	248543		248543	248543		248543	248543
		Sub Total	**180**	**1350801**	**1566801**	**180**	**1350801**	**1566801**	**180**	**1350801**	**1566801**	**180**	**1350801**	**1566801**	**180**	**1350801**	**1566801**
3		Profit/Loss before tax	823	-396356	591244	823	-396356	591244	823	-396356	591244	823	-396356	591244	823	-396356	591244
4		Income Tax 25%															
5		Net Profit/Loss after tax	823	-396356	591244	823	-396356	591244	823	-396356	591244	823	-396356	591244	823	-396356	591244
6		CSR 2%			11825			11825			11825			11825			11825

Note : (2) Cost of Operation မှ (7) Tax သည် ပို့ဆောင်ရေးဝန်ကြီးဌာန ၊ ရေအရင်းမြစ် နှင့် မြစ်ချောင်းများဦးစီးဌာနသို့ ပေးဆောင်ရမည့် အခွန်သာဖြစ်ပါသည် ။

MSMP International Co., Ltd.

Profit and Loss Table

Exhibit-(8-2)

No		Particular	Year 6			Year 7			Year 8			Year 9			Year 10		
			US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks
1		2	3	4	5	3	4	5	3	4	5	3	4	5	3	4	5
1		**Income**															
	1	Income from General Cargo	613		735600	613		735600	613		735600	613		735600	613		735600
	2	Income from Container	413		495600	413		495600	413		495600	413		495600	413		495600
	3	Income from Demurrage (cargo)		306	306		306	306		306	306		306	306		306	306
	4	Income from Demurrage (Container)		704	704		704	704		704	704		704	704		704	704
	5	Oil Berthing Income	15		18000	15		18000	15		18000	15		18000	15		18000
	6	VehicleEntry Charge		981820	981820		981820	981820		981820	981820		981820	981820		981820	981820
		Sub Total	**1041**	**982830**	**2232030**	**1041**	**982830**	**2232030**	**1041**	**982830**	**2232030**	**1041**	**982830**	**2232030**	**1041**	**982830**	**2232030**
		Cost Of Operation															
	1	Port Maintenance		50000	50000		50000	50000		50000	50000		50000	50000		50000	50000
	2	Machinery Maintenance		50000	50000		50000	50000		50000	50000		50000	50000		50000	50000
	3	H.S.D & Other		489750	489750		489750	489750		489750	489750		489750	489750		489750	489750
	4	Electricity		150000	150000		150000	150000		150000	150000		150000	150000		150000	150000
	5	Salary & Wages	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968
	6	Administration Expenses		80000	80000		80000	80000		80000	80000		80000	80000		80000	80000
	7	Tax		540	540		540	540		540	540		540	540		540	540
	8	Depreciation		248543	248543		248543	248543		248543	248543		248543	248543		248543	248543
		Sub Total	**180**	**1400801**	**1616801**	**180**	**1400801**	**1616801**	**180**	**1400801**	**1616801**	**180**	**1400801**	**1616801**	**180**	**1400801**	**1616801**
3		Profit/Loss before tax	861	-417971	615229	861	-417971	615229	861	-417971	615229	861	-417971	615229	861	-417971	615229
4		Income Tax 25%									153807			153807			153807
5		Net Profit/Loss after tax	861	-417971	615229	861	-417971	615229	861	-417971	461422	861	-417971	461422	861	-417971	461422
6		CSR 2%			12305			12305			9228			9228			9228

Note : (2) Cost of Operation မှ (7) Tax သည် ပို့ဆောင်ရေးဝန်ကြီးဌာန ၊ ရေအရင်းမြစ် နှင့် မြစ်ချောင်းများဦးစီးဌာနသို့ ပေးဆောင်ရမည့် အခွန်သာဖြစ်ပါသည် ။

MSMP International Co., Ltd.

Profit and Loss Table

Exhibit-(8-3)

No		Particular	Year 11			Year 12			Year 13			Year 14			Year 15		
			US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks
1		2	9	10	11	9	10	11	9	10	11	9	10	11	9	10	11
1		**Income**															
	1	Income from General Cargo	660		792000	660		792000	660		792000	660		792000	660		792000
	2	Income from Container	452		542400	452		542400	452		542400	452		542400	452		542400
	3	Income from Demurrage (cargo)		330	330		330	330		330	330		330	330		330	330
	4	Income from Demurrage (Container)		770	770		770	770		770	770		770	770		770	770
	5	Oil Berthing Income	17		20400	17		20400	17		20400	17		20400	17		20400
	6	VehicleEntry Charge		1021781	1021781		1021781	1021781		1021781	1021781		1021781	1021781		1021781	1021781
		Sub Total	**1129**	**1022881**	**2377681**	**1129**	**1022881**	**2377681**	**1129**	**1022881**	**2377681**	**1129**	**1022881**	**2377681**	**1129**	**1022881**	**2377681**
		Cost Of Operation															
	1	Port Maintenance		75000	75000		75000	75000		75000	75000		75000	75000		75000	75000
	2	Machinery Maintenance		75000	75000		75000	75000		75000	75000		75000	75000		75000	75000
	3	H.S.D & Other		489750	489750		489750	489750		489750	489750		489750	489750		489750	489750
	4	Electricity		150000	150000		150000	150000		150000	150000		150000	150000		150000	150000
	5	Salary & Wages	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968
	6	Administration Expenses		100000	100000		100000	100000		100000	100000		100000	100000		100000	100000
	7	Tax		540	540		540	540		540	540		540	540		540	540
	8	Depreciation		248543	248543		248543	248543		248543	248543		248543	248543		248543	248543
		Sub Total	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**
3		Profit/Loss before tax	949	-447920	690880	949	-447920	690880	949	-447920	690880	949	-447920	690880	949	-447920	690880
4		Income Tax 25%			172720			172720			172720			172720			172720
5		Net Profit/Loss after tax	949	-447920	518160	949	-447920	518160	949	-447920	518160	949	-447920	518160	949	-447920	518160
6		CSR 2%			10363			10363			10363			10363			10363

Note : (2) Cost of Operation မှ (7) Tax သည် ပို့ဆောင်ရေးဝန်ကြီးဌာန ၊ ရေအရင်းမြစ် နှင့် မြစ်ချောင်းများဦးစီးဌာနသို့ ပေးဆောင်ရမည့် အခွန်သာဖြစ်ပါသည် ။

MSMP International Co., Ltd.

Profit and Loss Table

Exhibit-(8-4)

No		Particular	Year 16			Year 17			Year 18			Year 19			Year 20		
			US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks
1		2	12	13	14	6	7	8	9	10	11	12	13	14	12	13	14
1		**Income**															
	1	Income from General Cargo	660		792000	660		792000	660		792000	660		792000	660		792000
	2	Income from Container	493		591600	493		591600	493		591600	493		591600	493		591600
	3	Income from Demurrage (cargo)		330	330		330	330		330	330		330	330		330	330
	4	Income from Demurrage (Container)		840	840		840	840		840	840		840	840		840	840
	5	Oil Berthing Income	17		20400	17		20400	17		20400	17		20400	17		20400
	6	VehicleEntry Charge		1021781	1021781		1021781	1021781		1021781	1021781		1021781	1021781		1021781	1021781
		Sub Total	**1170**	**1022951**	**2426951**	**1170**	**1022951**	**2426951**	**1170**	**1022951**	**2426951**	**1170**	**1022951**	**2426951**	**1170**	**1022951**	**2426951**
		Cost Of Operation															
	1	Port Maintenance		75000	75000		75000	75000		75000	75000		75000	75000		75000	75000
	2	Machinery Maintenance		75000	75000		75000	75000		75000	75000		75000	75000		75000	75000
	3	H.S.D & Other		489750	489750		489750	489750		489750	489750		489750	489750		489750	489750
	4	Electricity		150000	150000		150000	150000		150000	150000		150000	150000		150000	150000
	5	Salary & Wages	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968
	6	Administration Expenses		100000	100000		100000	100000		100000	100000		100000	100000		100000	100000
	7	Tax		540	540		540	540		540	540		540	540		540	540
	8	Depreciation		248543	248543		248543	248543		248543	248543		248543	248543		248543	248543
		Sub Total	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**	**180**	**1470801**	**1686801**
3		Profit/Loss before tax	990	-447850	740150	990	-447850	740150	990	-447850	740150	990	-447850	740150	990	-447850	740150
4		Income Tax 25%			185038			185038			185038			185038			185038
5		Net Profit/Loss after tax	990	-447850	555113	990	-447850	555113	990	-447850	555113	990	-447850	555113	990	-447850	555113
6		CSR 2%			11102			11102			11102			11102			11102

Note : (2) Cost of Operation မှ (7) Tax သည် ပို့ဆောင်ရေးဝန်ကြီးဌာန ၊ ရေအရင်းမြစ် နှင့် မြစ်ချောင်းများဦးစီးဌာနသို့ ပေးဆောင်ရမည့် အခွန်သာဖြစ်ပါသည် ။

MSMP International Co., Ltd.

Profit and Loss Table

Exhibit-(8-5)

No		Particular	Year 21			Year 22			Year 23			Year 24			Year 25		
			US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks
1		2	12	13	14	12	13	14	12	13	14	12	13	14	12	13	14
1		**Income**															
	1	Income from General Cargo	706		847200	706		847200	706		847200	706		847200	706		847200
	2	Income from Container	544		652800	544		652800	544		652800	544		652800	544		652800
	3	Income from Demurrage (cargo)		353	353		353	353		353	353		353	353		353	353
	4	Income from Demurrage (Container)		928	928		928	928		928	928		928	928		928	928
	5	Oil Berthing Income	18		21600	18		21600	18		21600	18		21600	18		21600
	6	VehicleEntry Charge		1042595	1042595		1042595	1042595		1042595	1042595		1042595	1042595		1042595	1042595
		Sub Total	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**
		Cost Of Operation															
	1	Port Maintenance		100000	100000		100000	100000		100000	100000		100000	100000		100000	100000
	2	Machinery Maintenance		100000	100000		100000	100000		100000	100000		100000	100000		100000	100000
	3	H.S.D & Other		489750	489750		489750	489750		489750	489750		489750	489750		489750	489750
	4	Electricity		150000	150000		150000	150000		150000	150000		150000	150000		150000	150000
	5	Salary & Wages	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968
	6	Administration Expenses		120000	120000		120000	120000		120000	120000		120000	120000		120000	120000
	7	Tax		540	540		540	540		540	540		540	540		540	540
	8	Depreciation		248543	248543		248543	248543		248543	248543		248543	248543		248543	248543
		Sub Total	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**
3		Profit/Loss before tax	1088	-496925	808675	1088	-496925	808675	1088	-496925	808675	1088	-496925	808675	1088	-496925	808675
4		Income Tax 25%			202168.75			202168.75			202168.8			202168.75			202168.75
5		Net Profit/Loss after tax	1088	-496925	606506	1088	-496925	606506	1088	-496925	606506	1088	-496925	606506	1088	-496925	606506
6		CSR 2%			12130			12130			12130			12130			12130

Note : (2) Cost of Operation မှ (7) Tax သည် ပို့ဆောင်ရေးဝန်ကြီးဌာန ၊ ရေအရင်းမြစ် နှင့် မြစ်ချောင်းများဦးစီးဌာနသို့ ပေးဆောင်ရမည့် အခွန်သာဖြစ်ပါသည် ။

MSMP International Co., Ltd.

Profit and Loss Table

Exhibit-(8-6)

No		Particular	Year 26			Year 27			Year 28			Year 29			Year 30		
			US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks	US$	Kyat	Total Ks
1		2	12	13	14	12	13	14	12	13	14	12	13	14	12	13	14
1		**Income**															
	1	Income from General Cargo	706		847200	706		847200	706		847200	706		847200	706		847200
	2	Income from Container	544		652800	544		652800	544		652800	544		652800	544		652800
	3	Income from Demurrage (cargo)		353	353		353	353		353	353		353	353		353	353
	4	Income from Demurrage (Container)		928	928		928	928		928	928		928	928		928	928
	5	Oil Berthing Income	18		21600	18		21600	18		21600	18		21600	18		21600
	6	VehicleEntry Charge		1042595	1042595		1042595	1042595		1042595	1042595		1042595	1042595		1042595	1042595
		Sub Total	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**	**1268**	**1043876**	**2565476**
		Cost Of Operation															
	1	Port Maintenance		100000	100000		100000	100000		100000	100000		100000	100000		100000	100000
	2	Machinery Maintenance		100000	100000		100000	100000		100000	100000		100000	100000		100000	100000
	3	H.S.D & Other		489750	489750		489750	489750		489750	489750		489750	489750		489750	489750
	4	Electricity		150000	150000		150000	150000		150000	150000		150000	150000		150000	150000
	5	Salary & Wages	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968	180	331968	547968
	6	Administration Expenses		120000	120000		120000	120000		120000	120000		120000	120000		120000	120000
	7	Tax		540	540		540	540		540	540		540	540		540	540
	8	Depreciation		248543	248543		248543	248543		248543	248543		248543	248543		248543	248543
		Sub Total	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**	**180**	**1540801**	**1756801**
3		Profit/Loss before tax	1088	-496925	808675	1088	-496925	808675	1088	-496925	808675	1088	-496925	808675	1088	-496925	808675
4		Income Tax 25%			202168.75			202168.75			202168.8			202168.75			202168.75
5		Net Profit/Loss after tax	1088	-496925	606506	1088	-496925	606506	1088	-496925	606506	1088	-496925	606506	1088	-496925	606506
6		CSR 2%			12130			12130			12130			12130			12130

Note : (2) Cost of Operation မှ (7) Tax သည် ပို့ဆောင်ရေးဝန်ကြီးဌာန ၊ ရေအရင်းမြစ် နှင့် မြစ်ချောင်းများဦးစီးဌာနသို့ ပေးဆောင်ရမည့် အခွန်သာဖြစ်ပါသည် ။

MSMP International Co., Ltd.

PROPOSAL FORM (1)
Recoupment Period

(Kyats in Thousand)
Exhibit -(11-1)

Sr. No.		Particulars	Construction Period	Operation Period									
				Year-1	Year-2	Year-3	Year-4	Year-5	Year -6	Year-7	Year-8	Year -9	Year-10
1		2	3	4	5	6	7	8	9	10	11	12	13
1		CASH IN FLOW											
	1	Profit (Loss) after Tax		591244	591244	591244	591244	591244	615229	615229	615229	615229	615229
	2	Depreciation		248543	248543	248543	248543	248543	248543	248543	248543	248543	248543
				839787	**839787**	**839787**	**839787**	**839787**	**863772**	**863772**	**863772**	**863772**	**863772**
2		CASH OUT FLOW											
		INVESTMENT											
	1	Cash in Kyat	1000000										
	2	In Land & Building	8828329										
	3	In Machineries & Equipment	1200000										
	4	In Materials	718990										
			11,747,319	-	-	-	-	-	-	-	-	-	-
3		**Net Cash Flow**	**(11747319)**	**839787**	**839787**	**839787**	**839787**	**839787**	**863772**	**863772**	**863772**	**863772**	**863772**
4		Opening Balance	-	(11747319)	(10907532)	(10067745)	(9227958)	(8388171)	(7548384)	(6684612)	(5820840)	(4957068)	(4093296)
5		Closing Balance/ Accumulate Net Profit	**(11747319)**	**(10907532)**	**(10067745)**	**(9227958)**	**(8388171)**	**(7548384)**	**(6684612)**	**(5820840)**	**(4957068)**	**(4093296)**	**(3229524)**

MSMP International Co., Ltd.

Recoupment Period

(Kyats in Thousand)
Exhibit -(11-2)

Sr. No.		Particulars	Operation Period									
			Year-11	Year-12	Year-13	Year-14	Year-15	Year-16	Year-17	Year-18	Year-19	Year-20
1		2	3	4	5	6	7	8	9	10	11	12
1		CASH IN FLOW										
	1	Profit (Loss) after Tax	518160	518160	518160	518160	518160	555113	555112.5	555112.5	555112.5	555112.5
	2	Depreciation	248543	248543	248543	248543	248543	248543	248543	248543	248543	248543
			766703	**766703**	**766703**	**766703**	**766703**	**803655.5**	**803655.5**	**803655.5**	**803655.5**	**803655.5**
2		CASH OUT FLOW										
		INVESTMENT										
	1	Cash in Kyat										
	2	In Land & Building										
	3	In Machineries & Equipment										
	4	In Materials										
			-	-	-	-	-	-	-	-	-	-
3		**Net Cash Flow**	**766703**	**766703**	**766703**	**766703**	**766703**	**803655.5**	**803655.5**	**803655.5**	**803655.5**	**803655.5**
4		Opening Balance	(3229524)	(2462821)	(1696118)	(929415)	(162712)	603991	1407647	2211302	3014958	3818613
5		Closing Balance/ Accumulate Net Profit	**(2462821)**	**(1696118)**	**(929415)**	**(162712)**	**603991**	**1407647**	**2211302**	**3014958**	**3818613**	**4622269**

Note: (1) Pay back (or) Recoupment period is (17) years and (4) months

	Kyats	Period	
Year 1 to 15	-301373	15 Years	
Year (165045 / 803655) x 12 Months	+301373	3 Months	2.4644157
	-	15 Years and 3 Months	

MSMP International Co., Ltd.

Recoupment Period

(Kyats in Thousand)
Exhibit - (11-3)

Sr. No.		Particulars	Operation Period									
			Year-21	Year-22	Year-23	Year-24	Year-25	Year-26	Year-27	Year-28	Year-29	Year-30
1		2	3	4	5	6	7	8	9	10	11	12
1		**CASH IN FLOW**										
	1	Profit (Loss) after Tax	606506	606506.25	606506.25	606506.25	606506.25	606506	606506.25	606506.25	606506.25	606506.25
	2	Depreciation	248543	248543	248543	248543	248543	248543	248543	248543	248543	248543
			855049.25	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**
2		**CASH OUT FLOW**										
		INVESTMENT										
	1	Cash in Kyat										
	2	In Land & Building										
	3	In Machineries & Equipment										
	4	In Materials										
			-	-	-	-	-	-	-	-	-	-
3		**Net Cash Flow**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**	**855049.25**
4		Opening Balance	4622269	5477318	6332367	7187416	8042466	8897515	9752564	10607613	11462663	12317712
5		Closing Balance/ Accumulate Net Profit	**5477318**	**6332367**	**7187416**	**8042466**	**8897515**	**9752564**	**10607613**	**11462663**	**12317712**	**13172761**

လျှို့ဝှက်

PROPOSAL FORM (1)
INTERNAL RATE OF RETURN
MSMP International Co., Ltd.

(Kyats in Thousand)

Exhibit -12

Year	Cash In Flow (Profit after Tax)	Depreciation	Cash Out Flow	Net Cash Flow	DF 5%		DF 10%	
					Rate	PV	Rate	PV
0			11747319	(11747319)	1.000	(11747319)	1.000	(11747319)
1	591244	248543		839787	0.952	799477	0.909	763366
2	591244	248543		839787	0.907	761687	0.826	693664
3	591244	248543		839787	0.864	725576	0.751	630680
4	591244	248543		839787	0.823	691145	0.683	573575
5	591244	248543		839787	0.784	658393	0.621	521508
6	615229	248543		863772	0.746	644374	0.564	487167
7	615229	248543		863772	0.711	614142	0.513	443115
8	615229	248543		863772	0.677	584774	0.467	403382
9	615229	248543		863772	0.645	557133	0.424	366239
10	615229	248543		863772	0.614	530356	0.386	333416
11	518160	248543		766703	0.585	448521	0.350	268346
12	518160	248543		766703	0.557	427054	0.319	244578
13	518160	248543		766703	0.530	406353	0.290	222344
14	518160	248543		766703	0.505	387185	0.263	201643
15	518160	248543		766703	0.481	368784	0.240	184009
16	555113	248543		803656	0.458	368074	0.218	175197
17	555113	248543		803656	0.436	350394	0.198	159124
18	555113	248543		803656	0.416	334321	0.180	144658
19	555113	248543		803656	0.396	318248	0.164	131800
20	555113	248543		803656	0.377	302978	0.149	119745
21	606506	248543		855049	0.359	306963	0.135	115432
22	606506	248543		855049	0.342	292427	0.123	105171
23	606506	248543		855049	0.326	278746	0.112	95766
24	606506	248543		855049	0.310	265065	0.102	87215
25	606506	248543		855049	0.295	252240	0.092	78665
26	606506	248543		855049	0.281	240269	0.084	71824
27	606506	248543		855049	0.268	229153	0.076	64984
28	606506	248543		855049	0.255	218038	0.069	58998
29	606506	248543		855049	0.243	207777	0.063	53868
30	606506	248543		855049	0.231	197516	0.057	48738
Total	17463790					1,019,841		(3,899,104)

Internal Rate of Return = 5+ 5 (497973/(497973+4261167))

= 5+ 5(0.1046)

= 5.523 %

KANBAWZA BANK LTD.
Mandalay Branch (9)

KANBAWZA BANK
MANDALAY(9) BRANCH
NO.(799),26 ST, BET 62&63,
PYIGYIMYANTMHAN
Ph: (02)66459,73693,74686,22616 FAX: (02)69746

Date : 05 April, 2017

ACCOUNT NO. : 08150201600778701 (MMK) -
NAME : U AUNG WIN KHAING, U TUN TUN AUNG
NRC : 9/MAYAMA(N)054095, 9/MAYAMA(N)054098,
ADDRESS : 26 ST,58*60 ST,ROYAL HITECH ,
AUNGMYAYTHARZAN, MANDALAY,MANDALAY DIVISION

PHONE : 65958/ 71589-73088/5168579/51589

Statement Of Transaction For The Date Between 10/12/2016 and 04/04/2017

Date_Time	Description	Debit	Credit	Balance
10/12/2016	Opening Balance - - - - - -			1,449,250.90
30/12/2016	By Cash - Deposit Cash transaction DR THUZAR CHIT TIN,NPT4 - - - - - -		1,820,000.00	3,269,250.90
30/12/2016	By Transfer - A/C Transfer 22630199912556301 - DAW AYE AYE WIN,NPT-4Br - - - - - -		1,820,000.00	5,089,250.90
[illegible]12/2016	By Cash - Deposit Cash transaction kyi kyiwin - - - - - -		1,820,000.00	6,909,250.90
30/12/2016	By Transfer - Interest Post Credit Customer - - - - - - -		485,404.11	7,394,655.01
20/01/2017	To Transfer - ONLINE SWEEP IN - DAW AYE SANDAR WIN - - - - - -	7,000,000.00		394,655.01
25/01/2017	By Transfer - A/C Transfer 22630199912556301 - DAW AYE AYE WIN,NPT-4BR; - - - - - -		1,820,000.00	2,214,655.01
30/01/2017	By Transfer - CREDIT MISCELLENIOUS 130501009 - daw aye aye win009 - - - - - -		1,820,000.00	4,034,655.01
01/02/2017	By Cash - Deposit Cash transaction DAW THUZAR CHIT TIN NPT4 - - - - - -		1,820,000.00	5,854,655.01
02/02/2017	By Cash - Deposit Cash transaction AYE SANDAR WIN,MDY 9 - - - - - -		5,460,000.00	11,314,655.01
07/02/2017	By Cash - Deposit Cash transaction MA AYE THANDAR,MDY-9 - - - - - -		5,460,000.00	16,774,655.01
13/02/2017	By Cash - Deposit Cash transaction AYE THANDAR,MDY 9 - - - - - -		5,541,000.00	22,315,655.01
17/02/2017	By Cash - Deposit Cash transaction AYE THANDAR,MDY-9 - - - - - -		16,100,000.00	38,415,655.01
21/02/2017	To Transfer - ONLINE SWEEP IN - DAW AYE THANDAR - - - - - -	15,000,000.00		23,415,655.01
21/02/2017	By Cash - Deposit Cash transaction AYE THANDAR,MDY-9 - - - - - -		25,500,000.00	48,915,655.01
22/02/2017	To Cash - CASH WITHDRAWL DAW AYE THANDAR - - - - - -	15,000,000.00		33,915,655.01
[illegible]02/2017	To Transfer - ONLINE SWEEP IN - DAW YI YI PYOE - - - - - -	15,000,000.00		18,915,655.01
27/02/2017	By Transfer - CREDIT MISCELLENIOUS 130501009 - self009 - - - - - -		1,820,000.00	20,735,655.01
01/03/2017	By Cash - Deposit Cash transaction DAW AYE SANDRAR WIN,DMY-9 - - - - - -		8,100,000.00	28,835,655.01
10/03/2017	By Transfer - Multiple Internal Transfer - - - - - - -		269,873,790.00	298,709,445.01
10/03/2017	By Cash - Deposit Cash transaction AYE SANDAR WIN,MDY9 - - - - - -		6,720,000.00	305,429,445.01
13/03/2017	To Transfer - ONLINE SWEEP IN 01660201600778701 - MDY-9,U AUNG WIN KHAING - - - - - -	300,000,000.00		5,429,445.01
15/03/2017	By Cash - Deposit Cash transaction AYE THANDAR,MDY9 - - - - - -		70,000,000.00	75,429,445.01
20/03/2017	To Transfer - ONLINE SWEEP IN - MA YI YI PYONE - - - - - -	25,000,000.00		50,429,445.01
24/03/2017	To Transfer - ONLINE SWEEP IN - DAW KHIN SAW KYI - - - - - -	43,737,753.00		6,691,692.01
31/03/2017	By Cash - Deposit Cash transaction DAW YE YE PYONE - - - - - -		90,000,000.00	96,691,692.01
31/03/2017	By Transfer - Interest Post Credit Customer - - - - - - -		565,273.96	97,256,965.97
04/04/2017	Closing Balance			97,256,965.97

No. of Debit	: 7	Debit Total	420,737,753.00	
No. of Credit	: 19	Credit Total		516,545,468.07

5/4/17

Branch Manager
Mandalay Branch (9)
Kanbawza Bank Ltd.

Financial Performance Summary

The overall market environment has a significant influence on IFC's financial performance. The main elements of IFC's net income (loss) and comprehensive income (loss) and influences on the level and variability of net income and comprehensive income from year to year are:

ELEMENTS	SIGNIFICANT INFLUENCES
NET INCOME	
Yield on interest earning assets	Market conditions including spread levels and degree of competition. Nonaccruals and recoveries of interest on loans formerly in nonaccrual status and income from participation notes on individual loans are also included in income from loans.
Liquid asset income	Realized and unrealized gains and losses on the liquid asset portfolios, which are driven by external factors such as: the interest rate environment and liquidity of certain asset classes within the liquid asset portfolio.
Income from the equity investment portfolio	Global climate for emerging markets equities, fluctuations in currency and commodity markets and company-specific performance for equity investments. Performance of the equity portfolio (principally realized capital gains, dividends, equity impairments, gains on non-monetary exchanges and unrealized gains and losses on equity investments).
Provisions for losses on loans and guarantees	Risk assessment of borrowers and probability of default and loss given default.
Other income and expenses	Level of advisory services provided by IFC to its clients, the level of expense from the staff retirement and other benefits plans, and the approved and actual administrative expenses and other budgets.
Gains and losses on other non-trading financial instruments accounted for at fair value	Principally, differences between changes in fair values of borrowings, including IFC's credit spread, and associated derivative instruments and unrealized gains or losses associated with the investment portfolio including puts, warrants and stock options which in part are dependent on the global climate for emerging markets. These securities are valued using internally developed models or methodologies utilizing inputs that may be observable or non-observable.
Grants to IDA	Level of the Board of Governors-approved grants to IDA.
OTHER COMPREHENSIVE INCOME (LOSS)	
Unrealized gains and losses on listed equity investments and debt securities accounted for as available-for-sale	Global climate for emerging markets equities, fluctuations in currency and commodity markets and company-specific performance. Such equity investments are valued using unadjusted quoted market prices and debt securities are valued using internally developed models or methodologies utilizing inputs that may be observable or non-observable.
Unrecognized net actuarial gains and losses and unrecognized prior service costs on benefit plans	Returns on pension plan assets and the key assumptions that underlay projected benefit obligations, including financial market interest rates, staff expenses, past experience, and management's best estimate of future benefit cost changes and economic conditions.

Global equity markets in emerging economies were volatile in the years ended June 30, 2016 (FY16) and June 30, 2015 (FY15). Additionally, there was further depreciation of certain of IFC's major investment currencies against IFC's reporting currency, the US$, particularly in the Latin America and Caribbean region in the first six months of FY16, continuing the trend experienced throughout much of FY15. The second half of FY16 saw a partial reversal of the recent trend as certain of IFC's major investment currencies appreciated against the US$. FY16 also saw a continuation of lower commodities prices. Collectively, these factors negatively impacted the valuation of many of IFC's investments in FY16.

The above factors, together with some adverse project-specific developments, have put downward pressure on IFC's investment portfolio returns in FY16, resulting in continuing high other-than-temporary impairments on equity investments and debt securities, albeit marginally lower than in FY15, along with higher provisions for losses on loans when compared to FY15. Partially offsetting these negative impacts on the investment portfolio, IFC realized robust capital gains on equity investment sales, the largest of which occurred in the three months ended September 30, 2015 (FY16 Q1). Realized gains were concentrated in FY16, with six investments accounting for 56 percent of the realized gains.

Capital markets were particularly turbulent in FY16 Q4 with credit spreads widening significantly. By the end of FY16, however, markets had largely recovered and IFC ultimately recorded stronger liquid asset income in the second half of FY16 than in the first half of FY16, although gross income from liquid assets in FY16 remained lower than in FY15.

IFC has reported income before net unrealized gains and losses on non-trading financial instruments accounted for at fair value and grants to IDA of $500 million in FY16, $355 million lower than FY15 ($855 million) and $1,282 million lower than FY14 ($1,782 million).

Income Available for Designations (a non-GAAP measure)[1] was $770 million, 42 percent lower than in FY15 ($1,327 million) and 52 percent lower than in FY14 ($1,614 million).

[1] Income available for designations generally comprises net income excluding unrealized gains and losses on investments and unrealized gains and losses on other non-trading financial instruments, income from consolidated VIEs, and expenses reported in net income related to prior year designations.

RECONCILIATION OF REPORTED NET INCOME TO INCOME AVAILABLE FOR DESIGNATIONS

	FY16	FY15	FY14
Net (loss) income attributable to IFC	**$ (33)**	**$ 445**	**$1,483**
Add: Net losses (gains) attributable to non-controlling interests	(1)	(36)	5
Net (loss) income	**$ (34)**	**$ 409**	**$1,488**
Adjustments to reconcile net income to Income Available for Designations			
Grants to IDA from prior year designations	330	340	251
Unrealized gains and losses on investments	470	456	(287)
Unrealized gains and losses on borrowings	(62)	52	74
Advisory Services Expenses from prior year designations	57	59	79
Other	9	11	9
Income Available for Designations	**$770**	**$1,327**	**$1,614**

Based on the distribution policy approved by IFC's Board of Directors, the maximum amount available for designation relating to FY16 would be $161 million. On August 4, 2016, the Board of Directors approved a designation of $101 million of IFC's retained earnings for grants to IDA and a designation of $60 million of IFC's retained earnings for Advisory Services. These designations are expected to be noted with approval by the Board of Governors, and thereby concluded, in FY17.

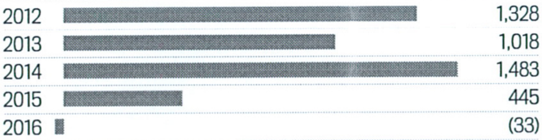
CHANGE IN INCOME BEFORE NET UNREALIZED GAINS AND LOSSES ON NON-TRADING FINANCIAL INSTRUMENTS ACCOUNTED FOR AT FAIR VALUE, GRANTS TO IDA AND NET GAINS AND LOSSES ATTRIBUTABLE TO NON-CONTROLLING INTERESTS FY16 VS FY15 (US$ MILLIONS)

	INCREASE (DECREASE) FY16 VS FY15
Higher provisions for losses on loans, guarantees and other receivables	$ (188)
Higher charges on borrowings	(151)
Higher foreign currency transaction losses on non-trading activities	(99)
Lower realized gains on equity investments and associated derivatives, net	(71)
Higher other-than-temporary impairments on equity investments and debt securities	(24)
Lower unrealized losses on equity investments and associated derivatives, net	198
Other, net	(20)
Change in income before net unrealized gains and losses on non-trading financial instruments accounted for at fair value, grants to IDA and net gains and losses attributable to non-controlling interests	**$(355)**

IFC's net (loss) income for each of the past five fiscal years ended June 30 is presented below (US$ millions):

IFC'S NET (LOSS) INCOME (US$ MILLIONS)

FISCAL YEAR ENDED JUNE 30



SELECTED FINANCIAL DATA AS OF AND FOR THE LAST FIVE FISCAL YEARS (US$ MILLIONS)

AS OF AND FOR THE YEARS ENDED JUNE 30	2016	2015	2014	2013	2012
CONSOLIDATED INCOME HIGHLIGHTS					
Income from loans and guarantees, including realized gains and losses on loans and associated derivatives	**$ 1,126**	$ 1,123	$ 1,065	$ 996	$ 993
Provision for losses on loans, guarantees and other receivables	**(359)**	(171)	(88)	(243)	(117)
Income from equity investments and associated derivatives	**518**	427	1,289	732	1,548
Income from debt securities, including realized gains and losses on debt securities and associated derivatives	**129**	132	89	69	71
Income from liquid asset trading activities	**504**	467	599	500	313
Charges on borrowings	**(409)**	(258)	(196)	(220)	(181)
Other income	**501**	505	461	441	448
Other expenses	**(1,464)**	(1,423)	(1,418)	(1,401)	(1,207)
Foreign currency transaction gains and losses on non-trading activities	**(46)**	53	(19)	35	145
Income before net unrealized gains and losses on non-trading financial instruments accounted for at fair value and grants to IDA	**500**	855	1,782	909	2,013
Net unrealized gains and losses on non-trading financial instruments accounted for at fair value	**(204)**	(106)	(43)	441	(355)
Income before grants to IDA	**296**	749	1,739	1,350	1,658
Grants to IDA	**(330)**	(340)	(251)	(340)	(330)
Net (loss) income	**(34)**	409	1,488	1,010	1,328
Less: Net losses (gains) attributable to non-controlling interests	**1**	36	(5)	8	-
Net (loss) income attributable to IFC	**$ (33)**	$ 445	$ 1,483	$ 1,018	$ 1,328

AS OF AND FOR THE YEARS ENDED JUNE 30	2016	2015	2014	2013	2012
CONSOLIDATED BALANCE SHEET HIGHLIGHTS					
Total assets	**$90,434**	$87,548	$ 84,130	$77,525	$ 75,761
Liquid assets, net of associated derivatives	**41,373**	39,475	33,738	31,237	29,721
Investments	**37,356**	37,578	38,176	34,677	31,438
Borrowings outstanding, including fair value adjustments	**55,142**	51,265	49,481	44,869	44,665
TOTAL CAPITAL	**$22,766**	$24,426	$23,990	$22,275	$20,580
of which					
Undesignated retained earnings	**$20,475**	$20,457	$20,002	$18,435	$ 17,373
Designated retained earnings	**133**	184	194	278	322
Capital stock	**2,566**	2,566	2,502	2,403	2,372
Accumulated other comprehensive (loss) income (AOCI)	**(431)**	1,197	1,239	1,121	513
Non-controlling interests	**23**	22	53	38	-
KEY FINANCIAL RATIOS					
Financial ratios:[a]					
Return on average assets (GAAP basis)[b]	**0.0%**	0.5%	1.8%	1.3%	1.8%
Return on average assets (non-GAAP basis)[c]	**0.5%**	1.3%	1.8%	0.9%	2.8%
Return on average capital (GAAP basis)[d]	**(0.1)%**	1.8%	6.4%	4.8%	6.5%
Return on average capital (non-GAAP basis)[e]	**1.8%**	4.6%	6.5%	3.1%	9.9%
Overall liquidity ratio[f]	**85%**	81%	78%	77%	77%
External funding liquidity level	**504%**	494%	359%	309%	327%
Debt to equity ratio[g]	**2.8:1**	2.6:1	2.7:1	2.6:1	2.7:1
Total reserves against losses on loans to total disbursed portfolio[h]	**7.4%**	7.5%	6.9%	7.2%	6.6%
Capital measures:					
Total Resources Required ($ billions)[i]	**19.2**	19.2	18.0	16.8	15.5
Total Resources Available ($ billions)[j]	**22.5**	22.6	21.6	20.5	19.2
Strategic Capital[k]	**3.3**	3.4	3.6	3.8	3.7
Deployable Strategic Capital[l]	**1.0**	1.1	1.4	1.7	1.8
Deployable Strategic Capital as a percentage of Total Resources Available	**4%**	5%	7%	8%	9%

a. Certain financial ratios, as described below, are calculated excluding the effects of unrealized gains and losses on investments, other non-trading financial instruments, AOCI, and impacts from consolidated Variable Interest Entities (VIEs).

b. Net income for the fiscal year as a percentage of the average of total assets at the end of such fiscal year and the previous fiscal year.

c. Return on average assets is defined as Net income, excluding unrealized gains/losses on investments accounted for at fair value, income from consolidated VIEs and net gains/losses on non-trading financial investments, as a percentage of total disbursed loan and equity investments (net of reserves), liquid assets net of repos, and other assets averaged for the current and previous fiscal year.

d. Net income for the fiscal year as a percentage of the average of total capital (excluding payments on account of pending subscriptions) at the end of such fiscal year and the previous fiscal year.

e. Return on average capital is defined as Net income, excluding unrealized gains/losses on investments accounted for at fair value, income from consolidated VIEs and net gains/losses on non-trading financial investments, as a percentage of the paid-in share capital and accumulated earnings (before certain unrealized gains/losses and excluding cumulative designations not yet expensed) averaged for the current and previous fiscal year.

f. Overall Liquidity Policy states that IFC would at all times maintain a minimum level of liquidity, plus undrawn borrowing commitments from the IBRD, that would cover at least 45% of the next three years' estimated net cash requirements (target range of 65-95%).

g. Leverage (Debt/equity) ratio is defined as the number of times outstanding borrowings plus outstanding guarantees cover paid-in capital and accumulated earnings (net of retained earnings designations and certain unrealized gains/losses).

h. Total reserves against losses on loans to total disbursed loan portfolio is defined as reserve against losses on loans as a percentage of the total disbursed.

i. Total resources required (TRR) is the minimum capital required to cover the expected and unexpected loss on IFC's portfolio, calibrated to maintain IFC's triple-A rating. TRR is the sum of the economic capital requirements for IFC's different assets, and it is determined by the absolute size of the committed portfolio, the product mix (equity, loans, short-term finance, and Treasury portfolio assets), and by operational and other risks.

j. Total resources available (TRA) is the total capital of the Corporation, consisting of (i) paid-in capital; (ii) retained earnings net of designations and some unrealized gains and losses; and (iii) total loan loss reserves. TRA grows based on retained earnings (profit minus distributions) and increases in reserves.

k. Total resources available less total resources required.

l. 90% of total resources available less total resources required.

COMMITMENTS

In FY16, the Long-Term Finance program was $11,117 million, as compared to $10,539 million in FY15 and Core Mobilization was $7,739 million, as compared to $7,133 million for FY15, a total increase of 7 percent, reflecting the more favorable investing climate in FY16.

In addition, the average outstanding balance for Short-Term Finance was $2,807 million at June 30, 2016, as compared to $2,837 million at June 30, 2015.

CORE MOBILIZATION

Core Mobilization is financing from entities other than IFC that becomes available to clients due to IFC's direct involvement in raising resources. IFC finances only a portion, usually not more than 25 percent, of the cost of any project. All IFC-financed projects, therefore, require other financial partners. IFC mobilizes such private sector finance from other entities through a number of means, as outlined in the table below.

FY16 AND FY15 LONG-TERM FINANCE AND CORE MOBILIZATION (US$ MILLIONS)

	FY16	FY15
TOTAL LONG-TERM FINANCE AND CORE MOBILIZATION	**$18,856**	**$17,672**
LONG-TERM FINANCE		
Loans	$ 8,097	$ 7,019
Equity investments	2,595	3,187
Guarantees	378	273
Client risk management	47	60
TOTAL LONG-TERM FINANCE	**$ 11,117**	**$10,539**
CORE MOBILIZATION		
Loan participations, parallel loans, and other mobilization		
Loan participations	$ 3,670	$ 1,853
Parallel loans	1,205	1,522
Managed Co-lending Portfolio Program	541	818
Other Mobilization	554	881
TOTAL LOAN PARTICIPATIONS, PARALLEL LOANS AND OTHER MOBILIZATION	**$ 5,970**	**$ 5,074**
AMC (SEE DEFINITIONS IN TABLE 8, MANAGEMENT'S DISCUSSION AND ANALYSIS)		
China-Mexico Fund	$ 140	$ -
GEM Funds	87	-
FIG Fund	82	-
Catalyst Funds	66	66
ALAC Fund	43	86
Africa Capitalization Fund	28	-
WED Fund	20	-
MENA Fund	8	-
Global Infrastructure Fund (GIF)	2	226
GIF Co-Investments	-	230
Sub-debt Capitalization Fund	-	150
Equity Capitalization Fund	-	3
TOTAL AMC	**$ 476**	**$ 761**
OTHER INITIATIVES		
Public-Private Partnership	$ 793	$ 548
Global Trade Liquidity Program and Critical Commodities Finance Program	500	750
TOTAL OTHER INITIATIVES	**$ 1,293**	**$ 1,298**
TOTAL CORE MOBILIZATION	**$ 7,739**	**$ 7,133**

ACTIVITIES OF THE FUNDS MANAGED BY AMC FY16 VS FY15
(US$ MILLIONS UNLESS OTHERWISE INDICATED)

	AS OF JUNE 30, 2016			FOR THE YEAR ENDED JUNE 30, 2016			
	TOTAL ASSETS UNDER MANAGEMENT			DISBURSEMENTS			
	TOTAL	FROM IFC	FROM OTHER INVESTORS	TO FUND FROM IFC	TO FUND FROM OTHER INVESTORS	MADE BY FUND	MADE BY FUND (NUMBER)*
Equity Capitalization Fund	$ 1,275	$ 775	$ 500	$ 2	$ 1	$ -	-
Sub-Debt Capitalization Fund	1,725	225	1,500	-	2	-	-
ALAC Fund	1,000	200	800	19	80	81	8
Africa Capitalization Fund	182	-	182	-	56	29	2
Russian Bank Cap Fund	550	250	300	2	2	-	-
Catalyst Funds	418	75	343	9	38	48	96
Global Infrastructure Fund**	1,430	200	1,230	24	104	102	5
China-Mexico Fund	1,200	-	1,200	-	13	4	1
FIG Fund	464	150	314	45	63	96	3
GEM Funds	406	81	325	7	26	25	16
MENA Fund	162	60	102	6	11	12	1
WED Fund	90	30	60	9	17	10	1
Total	**$8,902**	**$2,046**	**$6,856**	**$123**	**$413**	**$407**	**133**

* Number of disbursements may include multiple disbursements to a single investee company or fund.
** Includes co-investment fund managed by AMC on behalf of Fund LPs.

	AS OF JUNE 30, 2015			FOR THE YEAR ENDED JUNE 30, 2015			
	TOTAL ASSETS UNDER MANAGEMENT			DISBURSEMENTS			
	TOTAL	FROM IFC	FROM OTHER INVESTORS	TO FUND FROM IFC	TO FUND FROM OTHER INVESTORS	MADE BY FUND	MADE BY FUND (NUMBER)*
Equity Capitalization Fund	$ 1,275	$ 775	$ 500	$ 6	$ 4	$ 8	1
Sub-Debt Capitalization Fund	1,725	225	1,500	29	196	254	4
ALAC Fund	1,000	200	800	29	112	94	7
Africa Capitalization Fund	182	-	182	-	3	-	-
Russian Bank Cap Fund	550	250	300	5	5	-	-
Catalyst Funds	418	75	343	9	41	36	46
Global Infrastructure Fund**	1,430	200	1,230	27	298	293	7
China-Mexico Fund	1,200	-	1,200	-	6	-	-
FIG Fund	344	150	194	-	-	-	-
GEM Funds	406	81	325	-	-	-	-
MENA Fund	-	-	-	-	-	-	-
WED Fund	-	-	-	-	-	-	-
Total	**$8,530**	**$1,956**	**$6,574**	**$105**	**$665**	**$685**	**65**

* Number of disbursements may include multiple disbursements to a single investee company or fund.
** Includes co-investment fund managed by AMC on behalf of Fund LPs.

The Board of Directors of IFC has had this annual report prepared in accordance with the Corporation's bylaws. Jim Yong Kim, President of IFC and Chairman of the Board of Directors, has submitted this report with the audited financial statements to the Board of Governors. The Directors are pleased to report that, for the fiscal year ended June 30, 2016, IFC expanded its sustainable development impact through private sector investments and advice.

CONFIDENTIAL DRAFT

SUBJECT TO IFC REVIEW

Draft Date: January 18, 2017

INVESTMENT NUMBER 36726

Joint VentureAgreement

between

MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD.

and

INTERNATIONAL FINANCE CORPORATION

Dated ________________, 20__

TABLE OF CONTENTS

JOINT VENTUREAGREEMENT

JOINT VENTURE AGREEMENT (this "**Agreement**"), dated _____________, 20__, between:

(1) MSMP International CO., LTD. a private company limited by shares organized and existing under the laws of the Republic of the Union of Myanmar (the "**Company**");

(2) MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD., a public company limited by shares organized and existing under the laws of the Republic of the Union of Myanmar (the "**Sponsor**"); and

(3) INTERNATIONAL FINANCE CORPORATION, an international organization established by Articles of Agreement among its member countries including the Republic of the Union of Myanmar ("**IFC**").

RECITALS

(A) The Sponsor and IFC wish to participate to form a joint venture company in Myanmar.

(B) The Sponsor and IFC wish to participate in the business of operating the Project.

(C) The name of the Company shall be SMP International Co. Ltd. or any other name as DICA may permit.

(D) Pursuant to a Subscription Agreement, dated [___] (the "**Subscription Agreement**") between IFC, the Sponsor named therein and the Company, IFC has agreed to subscribe forup to 3,658,329 fully paid ordinary shares of US$1 each in the Company on the terms and conditions of the Subscription Agreement; and

(E) The Sponsor, the Company and IFC wish to enter into this Agreement in order to define their mutual rights and obligations and set out terms and conditions governing their relationship.

ARTICLE I

Definitions and Interpretation

Section 1.01. *Definitions*.Wherever used in this Agreement, the following terms have the following meanings:

"**Accession Instrument**" means a deed of adherenceto this Agreement substantially in the form set forth in Schedule 1 (*Form of Accession Instrument*), with applicable amendments which are in form and substance satisfactory to each of the parties to this Agreement;

"**Accounting Standards**" means the International Financial Reporting Standards ("**IFRS**") promulgated by the International Accounting Standards Boards ("**IASB**") (which include standards and interpretations approved by the IASB and International Accounting Standards issued under previous constitutions) together with its pronouncements thereon from time to time, and applied on a consistent basis;

"**Additional Securities**" has the meaning set forth in Section 4.04(b) (*Preemptive Right*);

"**Affiliate**" means, with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with, that Person;

"**Annual Monitoring Report**" means the Annual Monitoring Report, in the form set forth in Schedule 8 and substancesatisfactory to IFC, setting out the specific social, environmental and developmental impact information to be provided by the Company in respect of the Company Operations;

"**Applicable Law**" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;

"**Applicable E&S Law**" means all applicable statutes, laws, ordinances, rules and regulations of the Country, including without limitation, all Authorizations setting standards concerning environmental, social, labor, health and safety or security risks of the type contemplated by the Performance Standards or imposing liability for the breach thereof;

"**Asset Transfer Agreement**" means the Asset Transfer Agreement, dated [___], between the Sponsor and the Company;

"**Auditors**" means the independent, external auditors of the Company and who: (i) for the purpose of certifying the accounts of the Company, shall be a Myanmar registered Certified Public Accountant, or (ii) for any other purpose, may be any accountant appointed by the Company, and (iii) in each case acceptable to IFC and the Sponsor;

"**Authority**" means any national, supranational, regional or local government, or governmental, statutory, regulatory, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person whether or not government owned and howsoever constituted or called, that exercises the functions of the central bank);

"**Authorization**" means any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents;

"**Authorized Representative**" means, in relation to the Company, any individual who is duly authorized by the Company to act on its behalf and whose name and a specimen of whose signature appear on the Certificate of Incumbency and Authority most recently delivered by the Company to IFC and, in relation to the Sponsor or any Other Shareholder Party, any individual who is duly authorized by the Sponsor or such Other Shareholder Party (as the case may be) to act on its behalf and whose name and a specimen of whose signature appear on the Certificate of Incumbency and Authority most recently delivered by the Sponsor or such Other Shareholder Party (as the case may be) to IFC;

"**Board of Directors**" or "**Board**" means the board of directors of the Company nominated and elected from time to time in accordance with Section 2.03(*Board Composition*);

"**Business Day**" means a day when banks are open for business in New York, New York and the Country, but excluding any day which is a public holiday in the Country (as published by the Country's central government);

"**Business Plan**" means the initial business plan of the Company attached as Annex C (*Initial Business Plan*) and thereafter, any revised business plan if, when and as approved by IFC pursuant to Section 2.10(b)(*ShareholderSupermajority Requirements*);

"**Buyer**" has the meaning set forth in Section 4.05(a) (*Tag-Along Rights*);

"**CAO**" means the Compliance Advisor Ombudsman, the independent accountability mechanism for IFC that responds to environmental and social concerns of affected communities and aims to enhance outcomes;

"**CAO'sRole**" means the role of the CAO which is:

(a) to respond to complaints by Persons who have been or are likely to be negatively affected by the social or environmental impacts of IFC projects; and

(b) to oversee audits of IFC's social and environmental performance, particularly in relation to sensitive projects, and to ensure compliance with IFC's social and environmental policies, guidelines, procedures and systems;

"**Certificate of Incumbency and Authority**" means a certificate provided to IFC by the Company,the Sponsor or the Other Shareholder Parties substantially in the form set forth in Schedule 2 (*Form of Certificate of Incumbency and Authority*);

"**Chairman**" means the chairman of the Board of Directors elected or appointed from time to time;

"**Chairperson**" has the meaning set forth in Section 2.11(d)(*Project Development Committee*);

"**Coercive Practice**" has the meaning set forth in Annex B(*Anti-Corruption Guidelines for IFC Transactions*);

"**Collusive Practice**" has the meaning set forth in Annex B (*Anti-Corruption Guidelines for IFC Transactions*);

"**CompanyOperations**" means the existing and future operations, activities and facilities of the Company and its Subsidiaries (including the design, construction, operations, maintenance, management and monitoring thereof as applicable) in the Country, including the Project;

"**Control**" means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise; provided that, in any event, the direct or indirect ownership of twenty-six per cent (26%) or more of the voting share capital of a Person is deemed to constitute Control of that Person, and "**Controlling**" and "**Controlled**" have corresponding meanings;

"**Corrupt Practice**" has the meaning set forth in Annex B (*Anti-Corruption Guidelines for IFC Transactions*);

"**Country**" means the Republic of the Union of Myanmar;

"**Deadlock**" has the meaning set forth in Section 2.11(h) (*Project Development Committee*);

“**DICA**” means Myanmar Directorate of Investment and Company Administration, or its successor;

"**Director**" means an individual who is a member of the Board of the Company nominated and elected from time to time in accordance with Section 2.03(*Board Composition*);

"**Distribution**" means: (a) the transfer of cash or other property without consideration, whether by way of dividend or otherwise, distributed by the Company or a Key Subsidiary of the Company in respect of any class of Equity Security; or (b) the purchase or redemption of Equity Securities for cash or property;

"**Dollars**" or "**$**" means the lawful currency of the United States of America;

"Dredging Environmental, Health and Safety Management Plan" means the plan developed and adoptedby the Company as part of the ESIA Action Plan and E&S Management System implementation, in form and substance satisfactory to IFC, to enable the project to effectively identify, assess, and manage all aspects of environmental, health, and safety risks and impacts associated with dredging operations of the project, should such operations arise;

"**E&S Management System**" means the Company's social and environmental management system, as implemented or in effect from time to time, enabling it to identify, assess and manage the social and environmental risks in respect of the Company Operations on an ongoing basis;

"**E&S Team**" means a team of an appropriate number of persons to be mutually agreed to by IFC and the Company, and headed by a team leader, all of whom are directly employed by the Company and who possess the required qualifications, experiences and skills acceptable to the Company and to IFC, who shall be responsible for the implementation of the E&S Management System, the ESIA Action Plan and the Land Acquisition Action Plan;

"**Equity Securities**" of a company means ordinaryshares, preferred shares, bonds, loans, warrants, rights, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase ordinaryshares of such company or any instrument or certificate representing a beneficial ownership interest in the ordinaryshares of such company, including global depositary receipts and American depository receiptsand any other security issued by the company, even if not convertible into ordinaryshares, that derives its value and / or return based on the financial performance of the company or its shares;

"**ESIA**" meansthe "Environmental &Social Impact Assessment (ESIA) of the Semeikhon Riverside Port Project in Myanmar – Final ESIA Report" dated 18 August 2016 including all of its annexes, or subsequent versions of the same document to be updated and accepted by IFC and the Company, commissioned by IFC and prepared by independent external consultants, the scope of which includes or will include: (a) Site A and Site B with a total area of 94.92 acres as marked on the map in Annex A (*Project Description*), (b) the Port Link Road and (c) the Right-of-Way Area, copies of which have been delivered to and receipt of which has been acknowledged by the Company;

"**ESIA Action Plan**" means the plan or plans developed as part of the ESIA of the Projectin the form set forth in Schedule 6 and substance satisfactory to IFC, or such plan(s) to be updated and revised from time to time as part of a subsequent version of the ESIA acceptable to IFC and the Company, setting out the specific measures to be undertaken by the Company to mitigate environmental and social risks and impacts identified in the ESIA;

"**Exercise Period**" has the meaning set forth in Section 4.05(c) (*Tag-Along Rights*);

"**External ESIAConsultants**" means qualified independent external environmental and social consultants, possessing experience in accordance with the Performance Standards andacceptable to the Companyand to IFC, to be engaged by the Company to train the E&S Team and provide such

support to the E&S Team as may be required during the course of implementing the ESIA Action Plan;

"**External Land AcquisitionConsultants**" means qualified independent external land acquisition consultants, possessing experience in accordance with the Performance Standards andacceptable to the Companyand to IFC, to be engaged by the Company to train the E&S Team and provide such support to the E&S Team as may be required during the course of implementing the Land Acquisition Action Plan;

"**Financial Close**" means the first drawdown of funds under the Long-Term Financing, following the fulfilment, either by satisfaction or waiver, of all conditions precedent thereunder;

"**Financial Debt**" means as to any Person, all obligations of such Person, whether incurred as principal or surety and whether present, future, actual or contingent, for the payment or repayment of money, including without limitation:

(a) the outstanding principal amount of any bonds, debentures, notes, loan stock, commercial paper, acceptance credits, bills or promissory notes drawn, accepted, endorsed or issued by such Person;

(b) any indebtedness of such Person for or in respect of the deferred purchase price of assets or services;

(d) the amount of any obligation of such Person payable in respect of any lease or similar arrangements; and

(e) amounts raised by such Person under any other transaction having the financial effect of a borrowing and which would be classified as a borrowing (and not as an off-balance sheet financing) under the Accounting Standards;

"**Financial Year**" means the accounting year of the Company commencing each year on April 1 and ending on the following March 31;

"**Floor Tariff**"has the meaning given to it in Section 2.09(n) (*IFC Consent Rights*);

"**Fraudulent Practice**" has the meaning set forth in Annex B (*Anti-Corruption Guidelines for IFC Transactions*);

"**Fully-Diluted Basis**" means the number of ordinary shares of the Company, or other Person, as applicable, calculated as if all Equity Securities then outstanding, which are convertible to, or exercisable or exchangeable for, ordinaryshares of the Company or of such other Person, as applicable, had been converted, exercised or exchanged in full;

"**General Meeting**" means either an extraordinary general meeting of the Company's shareholders or the annual general meeting of the Company's shareholders;

"**IFC Consent Deadlock**" has the meaning set forth in Section 2.09(B) (*IFC Consent Rights*);

"**IFC Consent Deadlock Notice**" has the meaning set forth in Section 2.09(B) (*IFC Consent Rights*);

"**IFC Initial Costs**" has the meaning set forth in Section 2.01(e) (*Formation of the Company*);

"**IFC Investment Amount**" means all investments by IFC in the Company pursuant to the IFC Subscription(s), all IFC Initial Costs and any subscriptions or purchases made under Section 4.04 (*Preemptive Right*);

"**IFC Nominee Director**" has the meaning set forth in Section 2.03(a) (*Board Composition*);

"**IFC Shares**" means the Equity Securities of the Company subscribed for by IFC pursuant to the Subscription Agreement and/or otherwise held by IFC from time to time;

"**IFC Subscription**" means any subscription for Equity Securities of the Company by IFC as provided for in Article II of the Subscription Agreement;

"**Indemnitee**" has the meaning set forth in Section 8.11 (*Indemnity*);

"**Independent Director**" means a Director who has no direct or indirect material relationship with the Company other than membership on the Board and who:

(a) is not, and has not been in the past five (5) years, employed by the Company or its Affiliates;

(b) does not have, and has not had in the past five (5) years, a business relationship with the Company or its Affiliates (either directly or as a partner, shareholder (other than to the extent to which shares are held by such Director pursuant to a requirement of Applicable Law in the Country relating to directors generally), and is not a director, officer or senior employee of a Person that has or had such a relationship);

(c) is not affiliated with any non-profit organization that receives significant funding from the Company or its Affiliates;

(d) does not receive and has not received in the past five (5) years,any additional remuneration from the Company or its Affiliates other than his or her director's fee and such director’s fee does not constitute a significant portion of his or her annual income;

(e) does not participate in any share option scheme or plan, or pension scheme or plan, of the Company or any of its Affiliates;

(f) is not employed as an executive officer of another company where any of the Company’s executives serve on that company’s board of directors;

(g) is not, nor has been at any time during the past five (5) years, affiliated with or employed by a present or former auditor of the Company or any of its Affiliates;

(h) does not hold a material interest in the Company or its Affiliates (either directly or as a partner, shareholder, director, officer or senior employee of a Person that holds such an interest);

(i) is not a member of the immediate family (and is not the executor, administrator or personal representative of any such Person who is deceased or legally incompetent) of any individual who would not meet any of the tests set out in (a) to (h) (were he or she a director of the Company);

(j) is identified in the annual report of the Company distributed to the shareholders of the Company as an independent director; and

(k) has not served on the Board for more than ten (10) years.

For purposes of this definition, "material interest" shall mean a direct or indirect ownership of voting shares representing at least two percent (2%) of the outstanding voting power or equity of the Company or any of its Affiliates;

"**Intellectual Property**" means any or all of the following and all rights in, arising out of, or associated with any or all of the following:

(a) all United States, foreign and international patents and patent rights (including all patents, patent applications, provisional patent applications, and any and all divisions, continuations, continuations-in-part, reissues, re-examinations and extensions thereof, and all invention registrations and invention disclosures);

(b) all trademarks and trademark rights, service marks and service mark rights, trade names and trade name rights, service names and service name rights (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto), designs, trade dress, brand names, business and product names, internet domain names, logos and slogans;

(c) all copyrights and copyright rights (including all common law rights, and governmental or other registrations or applications for registration pertaining thereto, and renewal rights therefor);

(d) all sui generis database rights, ideas, inventions (whether patentable or not), invention disclosures, improvements, technology know-how, show-how, trade secrets, formulas, systems, processes, designs, methodologies, industrial models, works of authorship, databases, content, graphics, technical drawings, statistical models, algorithms, modules, computer programs, technical documentation, business methods, work product, intellectual and industrial property licenses, proprietary information and documentation relating to any of the foregoing;

(e) all mask works, mask work registrations and applications therefor;

(f) all industrial designs and any registrations and applications therefor throughout the world;

(g) all computer software including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; and

(h) all similar, corresponding or equivalent rights to any of the foregoing;

"**IRR**" means the internal rate of return of a specified percentage per annum on IFC's investment in the Company calculated from the date or dates the investments were made, and compounded annually, taking into account both the timing and the amounts of: (a) the IFC Subscription(s) and any subscriptions or purchases made under Section 4.04 (*Preemptive Right*) of this Agreement; (b) all Distributions (including interest, dividends, buy-back amounts or payments made pursuant to a reduction of capital) by the Company in respect of the Shares and Other Equity Securities acquired or received by IFC pursuant to the IFC Subscription(s) and pursuant to any subscription or purchases made under Section 4.04 (*Preemptive Right*) of this Agreement; and (c) the sale consideration that would be payable if such Shares and Other Equity Securities (on an as converted basis) were sold at the price per ordinaryshare set forth in paragraph (d) of the definition of "Liquidity Date". For avoidance of doubt, the IRR shall be the output value obtained using the 'XIRR' function of Microsoft Excel in which: (i) the cash flows and dates thereof set forth in the immediately preceding sentence shall be the inputs in the worksheet; and (ii) the net cash inflows to IFC shall be positive inputs and cash outflows from IFC shall be negative inputs in the worksheet; and (iii) each item of cash flow

denominated other than in Dollars is converted to Dollars at the relevant exchange rate published by the Central Bank of Myanmar on the date of such cash flow (and if no such exchange rate is published for such date, the most recent relevant exchange rate published by the Central Bank of Myanmar prior to such date);

"**Issue Notice**" has the meaning set forth in Section 4.04(b) (*Preemptive Right*);

"**Key Subsidiary**" means, at the relevant time or times, each Subsidiary of the Company;

"**Land Acquisition Action Plan**"means the plan developed as part of the Land Assessment of the Project, in the form set forth in Schedule 7 and substance satisfactory to IFC, setting out the specific measures to be undertaken by the Company to address land acquisition related risks and impacts identified in the Land Assessment;

"**Land Assessment**" meansthe "Infraventures Semeikhon Riverside Port Project (and Road Link) – Land Acquisition and Involuntary Resettlement Assessment Final Report" dated 15 August 2016 including all of its annexes, commissioned by IFC and prepared by independent external consultants, the scope of which includes: (a) Site A and Site B with a total area of 94.92 acres as marked on the map in Annex A (*Project Description*), (b) the Port Link Road and (c) the Right-of-Way Area, copies of which have been delivered to and receipt of which has been acknowledged by the Company;

"**Lease Agreement**" means the Lease Agreement, dated [___], between the Sponsor, the Trustee and the Company in relation to the lease of Site A to the Company and any other document required by IFC to be entered into by the Company so as to ensure that the Company has an exclusive and sole right to possess, occupy, enjoy anduse Site A for the entire duration of the Project on a rent free basis;

"**Lien**" means any mortgage, pledge, charge, assignment, hypothecation, security interest, title retention, preferential right, option (including call commitment), trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of law;

"**Liquidation Event**" means any liquidation, winding up or bankruptcy, reorganization, composition with creditors or other analogous insolvency proceeding of the Company or any Key Subsidiary, whether voluntary or involuntary, or any petition presented or resolution passed for any such event or for the appointment of an insolvency practitioner;

"**Liquidity Date**" means the first date on which all of the following conditions have been met:

(a) all Equity Securities held by IFC that are not ordinaryshares are immediately convertible, exercisable or exchangeable into ordinaryshares of the Company;

(b) a Listing has occurred on a Relevant Marketand all ordinary shares of the Company held by IFC (on an as-converted basis) can be traded without restriction on such Relevant Market;

(c) the average daily trading volume of the ordinary shares of the Company (excluding direct or indirect trading by the Shareholder Parties, the Company or their respective Affiliates) on such Relevant Marketfor the immediately preceding six (6) consecutive months is not less than:(i) five times the total number of ordinary shares of the Company owned by IFC at that date (or that which would be owned by IFC if it converted, exercised or exchanged all Equity Securities owned by it into ordinary

shareson that date) divided by (ii) the number of trading days in the immediately preceding two month period;

(d) the volume weighted average daily sale price per ordinaryshare of the Company (excluding direct or indirect sales by the Shareholder Parties, the Company and their respective Affiliates) traded on such Relevant Market for such six month period is no less than the price per ordinaryshare that would provide IFC with an IRR of twenty per cent (20%) per annum; and

(e) IFC has received a certificate executed by the Sponsor and the Company, together with evidence in form and substance reasonably satisfactory to IFC, certifying that the conditions stated in sub-sections (c) and (d) have been met;

"**Listing**" means the admission of Shares of the Company to listing on any securities exchange and/or to trading on any public trading market;

"**Long-Term Financing**"means the financing (including, for the avoidance of doubt, procuring any supporting guarantees and insurances) required to complete the development of the Project and/or Phase 1 and/or Phase 2on terms and conditions approved by the Board;

"**Material Adverse Effect**" means a material adverse effect on:

(a) the Company's or any of its Key Subsidiaries' assets or properties;

(b) the Company's or any of its Key Subsidiaries' business prospects or financial condition;

(c) the carrying on of the Company's or any of its Key Subsidiaries' business or operations; or

(d) the ability of the Company to comply, and ensure that each of its Key Subsidiaries complies, with its obligations under this Agreement, any other Transaction Document to which it is a party or the Company's and in the case of each of its Key Subsidiaries, such Key Subsidiary'sMoA and AoA;

(e) the ability of the Sponsor to comply with its obligations under this Agreement or any other Transaction Documents to which it is a party;

"**MIC**" means Myanmar Investment Commission or its successor;

"**MIP Project**" means the development of the Myotha Industrial Park, adjacent to the jetty port referred to in the definition of "Project" at a distance of approximately thirteen (13) kilometres, covering 10,000 acres.

"**MoA and AoA**" means the memorandum of association and the articles of association of the Company or, as applicable, any Key Subsidiary;

"**Monthly Report**" has the meaning set forth in Section 2.11(i) (*Project Development Committee*);

"**New Securities**" has the meaning set forth in Section 4.04(f) (*Preemptive Right*);

"**Nominating Party**" has the meaning set forth in Section 2.11(a) (*Project Development Committee*);

"**Notification Date**" has the meaning set forth in Section 4.04(b) (*Preemptive Right*);

"**Obstructive Practice**" has the meaning set forth in Annex B (*Anti-Corruption Guidelines for IFC Transactions*);

"**Offering**" means any primary or secondary public offering of Shares or Other Equity Securities of the Company;

"Operational Phase Environmental, Health and Safety Management Plan" means the plan developed and adoptedby the Company as part of the ESIA Action Plan and E&S Management System implementation, in form and substance satisfactory to IFC, to enable the project to effectively identify, assess, and manage all aspects of environmental, health, and safety risks and impacts associated with the project;

"**Operational Phase General Management Plan**" means the plan developed and adoptedby the Company, in form and substance satisfactory to IFC, which shall include but not be limited to the following:

(a) an inventory of the existing equipment and facilities and a list of the equipment and facilities necessary for the commencement of operations by the Company;

(b) a list of required staff including the organization chart, job scope and cost for the first three years of operation and details on the recruitment processes and on staff training in respect of operational tasks and health and safety issues;

(c) operational manuals covering the berth operation, yard operation, equipment and facilities maintenance and such other manuals as may be relevant to the operations of the Company; and

(d) such other requirements or measures as IFC may specify in relation to the Company Operations;

"**Other Equity Securities**" means Equity Securities other than Shares;

"**Other Shareholder Parties**"means the Shareholder Parties other than IFC;

"**Performance Standards**" means IFC's Performance Standards on Social &Environmental Sustainability, dated January 1, 2012, copies of which have been delivered to and receipt of which has been acknowledged by the Company;

"**Person**" means any individual, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;

"**Pipeline Easement Right**" has the meaning given to it in the Lease Agreement;

"**Port Link Road**" has the meaning given to it in the Lease Agreement;

"**pro-rata share**" means, with respect to any Shareholder Party, the total number of issued and outstanding Equity Securities held by the relevant Shareholder Party, expressed as a percentage of the total number of Equity Securities of the Company then issued and outstanding;

"**Phase 1**"has the meaning given to it in Annex A (*Project Description*);

"**Phase 2**" has the meaning given to it in Annex A (*Project Description*);

"**Project**" means the development of a jetty port along the Ayeryarwady River, Mandalay covering 94.92 acres, as specifically described in Annex A (*Project Description*) and includes all the property (real/fixed and personal/movable), and other assets and interests associated therewith;

"**Project Development Budget**" means the budget outlined in Schedule 5 (*Project Development Budget*) for all activities to be undertaken in order to meet the Project Milestones, as amended, modified, updated or replaced from time to time and approved by the Project Development Committee in accordance with Section 2.11(*Project Development Committee*);

"**Project Development Committee**" means the committee established pursuant to Section 2.11(a)(*Project Development Committee*);

"**Project Development Milestone Schedule**" means the schedule of target dates for the development activities prepared by the Project Development Committee, for the Project, as modified from time to time by the Project Development Committee;

"**Project Milestones**" means the following milestones that have been met or are to be met by the Company:

(a) the installation of the pontoon at Site A onJuly 17, 2016; and

(b) the commencement of port operations in respect of Phase 1 no later than 120 days from the date of this Agreement;

"**Put Option Agreement**" means the Put Option Agreement, dated [___], between the Sponsor and IFC;

"**Related Party**" means any Person: (a) that holds a material interest in the Company or any Subsidiary; (b) in which the Company or any Subsidiary holds a material interest; (c) that is otherwise an Affiliate of the Company; (d) who serves (or has within the past twelve (12) months served) as a director, officer or employee of the Company; or (e) who is a member of the family of any individual included in any of the foregoing. For the purpose of this definition, "material interest" shall mean a direct or indirect ownership of shares representing at least five percent (5%) of the outstanding voting power or equity of the Company or any Subsidiary;

"**Relevant Market**" means the Myanmar Stock Exchange when it is established, or the Singapore Stock Exchange, or any other reputable and internationally recognized automated quotation system(s) or stock exchange(s) acceptable to IFC in its sole discretion;

"**Relevant Parties**" means the Company, the Sponsorand each of the Other Shareholder Parties;

"**Representative**" has the meaning set forth in Section 2.11(a)(*Project Development Committee*);

"**Right-of-Way Area**" means the area which is 100 feet to either side of the Port Link Road, determined from the center of the Port Link Road;

"**Sanctionable Practice**" means any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, or Obstructive Practice, as those terms are defined herein and interpreted in accordance with the Anti-Corruption Guidelines attached to this Agreement as Annex B (*Anti-Corruption Guidelines for IFC Transactions*);

"**Selling Shareholder**" has the meaning set forth in Section 4.05(a) (*Tag-Along Rights*);

"**Shareholder Parties**" means collectively, IFC, the Sponsor and any other shareholder of the Company that is a party to this Agreement or agrees to become a party to this Agreement pursuant to an Accession Instrument;

"**Shares**" means the issued and outstanding shares of a company;

"**Shell Bank**" means a bank incorporated in a jurisdiction in which it has no physical presence and which is not an Affiliate of a regulated bank or a regulated financial group;

"**Site B Development**" has the meaning set forth in Section 4.06(B) (*Additional Subscription Rights*).

"**Sponsor**" has the meaning set forth in the introductory section of this Agreement;

"**SponsorInitial Costs**" has the meaning set forth in Section 2.01(d)(iii) (*Formation of the Company*);

"**Subscription Agreement**" has the meaning set forth in the WHEREAS clause;

"**Subscription Notice**" has the meaning set forth in Section 4.04(b) (*Preemptive Right*);

"**Subsidiary**" means with respect to the Company, an Affiliate over fifty per cent (50%) of whose capital is owned, directly or indirectly, by the Company;

"**Tagged Shares**" has the meaning set forth in Section 4.05(c) (*Tag-Along Rights*);

"**Tag Notice**" has the meaning set forth in Section 4.05(c) (*Tag-Along Rights*);

"**Transaction Documents**" means:

(a) this Agreement;

(b) the Subscription Agreement;

(c) the Put Option Agreement;

(d) the Lease Agreement;

(e) the Asset Transfer Agreement; and

(f) any other agreement designated by IFC and the Sponsor as a "Transaction Document";

"**Transfer**" means to transfer, sell, convey, assign, pledge, hypothecate, create a security interest in or Lien on, place in trust (voting or otherwise), transfer by operation of law or in any other way subject to any encumbrance or dispose of, whether or not voluntarily, and "**Transferring**" and "**Transferred**" have corresponding meanings;

"**Transfer Notice**" has the meaning set forth in Section 4.05(c) (*Tag-Along Rights*);

"**Trusted Third Parties**" means two or more persons or entities possessing the requisite skills and experiences, who are: (a) acceptable to the Company and to IFC, and (b) independent from each other and from the Company and the Sponsor, and who shall act as the independent external monitor during the course of implementation of the ESIA Action Plan and Land Acquisition Action Plan, and provide

an independent third party opinion to the Company on the effectiveness of implementation of the ESIA Action Plan and Land Acquisition Action Plan;

"**Trustee**"means Mr TUN TUNG AUNG (son of U Aung Khaing), a Myanmar citizen with NRC No. 9/Ma Ya Ma (Naing) 054098, of Shwe Nan Oo Chan, Block 417 Nan Oo Lane Between (19th and 20thStreet) and (65th and 66th Street), Ahnatetaw Yark, Aung Myae Tharzan Townership, Mandalay, Myanmar, appointed (under the Agreement for Assignment and Contribution of the Rights of Use as Basis of Equity dated April 1, 2013 between Royal Hi-Tech Group Co., Ltd, the Trustee and the Sponsor) as trustee for the Sponsor to hold the rights to use Site A for the benefit of the Sponsor;

"**Unpurchased Securities**" has the meaning set forth in Section 4.04(d) (*Preemptive Right*);

"**World Bank**" meansthe International Bank for Reconstruction and Development, an international organization established by Articles of Agreement among its member countries; and

"**World Bank Listing of Ineligible Firms**"means the list, as updated from time to time, of persons or entities ineligible to be awarded a World Bank Group-financed contract or otherwise sanctioned by the World Bank Group sanctions board for the periods indicated on the list because they were found to have violated the fraud and corruption provisions of the World Bank Group anticorruption guidelines and policies. The list may be found at http://www.worldbank.org/debarr or any successor website or location.

Section 1.02. *Interpretation*. In this Agreement, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) a reference to an Annex, Article, party, Schedule or Section is a reference to that Article or Section of, or that Annex, party or Schedule to, this Agreement;

(d) a reference to a document in the "agreed form" is a reference to a document approved and for the purposes of identification initialed by or on behalf of the parties thereto;

(e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement;

(f) general words in this Agreement shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;

(g) a reference to a party to any document includes that party's successors and permitted assigns; and

(h) unless stated otherwise herein, a reference to "shares of the Company" means shares of the Company of any class.

Section 1.03. *Third Party Rights*. Subject to Section 1.04 (*Exceptions to Contracts (Rights of Third Parties) Act 1999*), a Person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

Section 1.04. *Exceptions to Contracts (Rights of Third Parties) Act 1999.*(a) Any Person entitled to indemnity under Section 8.11 (Indemnity) may enforce such Person's rights thereunder subject to and in accordance with the terms of this Agreement and the Contracts (Rights of Third Parties) Act 1999.

(b) This Agreement may be rescinded or terminated and a term may be amended or waived without the permission of any Indemnitee or its permitted assignees even if that removes a right which the Indemnitee or its permitted assignees would otherwise have.

(c) No Indemnitee or its permitted assignees may enforce a term of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 and Section 1.03 (*Third Party Rights*) without the prior written consent of IFC, which may be provided in its sole discretion. Such consent by IFC may be subject to any terms and conditions that it may determine in its sole discretion.

(d) No Indemnitee may, without the prior written consent of IFC, assign, charge or otherwise dispose of any rights it may have under this Agreement or grant or create any third party interest therein.

ARTICLE II

Formation of Company and Corporate Governance

Section 2.01. *Formation of the Company.* (a) The authorized capital of the Company shall be Dollars Five Hundred million ($500,000,000) divided into five hundred million (500,000,000) ordinary shares of Dollar One ($1) per share.

(b) The initial issued capital of the Company shall be Dollars TwelveMillionSeven Hundred Ninety-Four Thousand Four Hundred and Twenty-Seven ($12,794,427)(the "**Initial Contribution**") divided into TwelveMillionSevenHundred Ninety-Four Thousand Four Hundred and Twenty-Seven(12,794,427) ordinary shares of Dollar One ($1) per share.

(c) IFC and the Sponsor agree thatthe initial shareholding ratio of the Shareholder Parties shall be as follows (until such time that any other Person becomes a shareholder of the Company or unless either IFC or the Sponsor elects not to exercise its pre-emptive rights to maintain its shareholding ratio):

(i) The Sponsor: seventy percent (70%) and
(ii) IFC: thirty percent (30%)

(d) The Sponsor shall contribute seventy per cent. (70%) of the Initial Contribution in cash or in kind by transferring, or procuring the transfer, to the Company:

(i) the exclusive and sole right to possess, occupy, enjoy and use Site A for the entire duration of the Project on a rent-free basis and otherwise on the terms set out in the Lease Agreement. The Sponsor and IFC agree that Site A has been valued at Dollars Three Million OneHundred and Twenty Thousand ($3,120,000) for the purposes of calculating the value of such in-kind equity contribution made by the Sponsor towards its portion of the Initial Contribution;

(ii) the exclusive and sole right to own and use the facilities and equipment set out in the Asset Transfer Agreement(the "**Transferred Assets**") on a non-chargeable basis, provided that the Sponsor has provided to IFC all invoices relating to the purchase of the

Transferred Assets by the Sponsor, each such invoice having been verified by an independent, external auditor acceptable to IFC. Subject to the Sponsor's compliance with the foregoing, the Sponsor and IFC agree thatthe equipment and machinery valued as at September 2015 atDollars Four Million Two Hundred and Thirty-Six Thousand Nine Hundred and Forty-One($4,236,941)shall form part of the Transferred Assetsfor the purposes of calculating such in-kind contribution by the Sponsor towards its portion of the Initial Contribution; and

(iii) the balance of such seventy per cent. (70%) of the Initial Contribution valued at Dollars One MillionFive Hundred and Ninety-Nine Thousand One Hundred and Fifty-Eight ($1,599,158), in cash or such other in kind contribution as may be agreed between the Sponsor and IFC.The Sponsor and IFC acknowledge and agree that in the event that the Sponsor incurs any costs and expenses for technical studies done in relation to the Project or the engagement of professional advisors for the Project, prior to the incorporation of the Company (the "**Sponsor Initial Costs**"), the Sponsor may make its equity contribution in part by electing to convert the Sponsor Initial Costs into ordinary shares in the Company on a Fully-Diluted Basis, provided that (A) the Sponsor has provided to IFC all invoices relating to the Sponsor Initial Costs, in each case verifiedby an independent, external auditor acceptable to IFC; (B) IFC has approved the Sponsor Initial Costs; and (C) the Sponsor procures the transfer to the Company of each contract under which any Sponsor Initial Costs has been made, so that the Company is entitled to all rights and benefits of such contract. Any other in-kind contribution shall be verified by an independent external auditor acceptable to IFC and shall also be transferred to the Company so that the Company is entitled to all rights and benefits of such in-kind contribution.

The Sponsor shall ensure that the Lease Agreement and the Asset Transfer Agreement shall always remain in full force and effect for the entire duration of the Project.

(e) IFC shall contribute thirty per cent (30%) of the Initial Contribution in cash. The Sponsor and IFC acknowledge and agree that IFC has incurred or will incurcosts and expenses in the amount of Dollars Three Hundred and Nineteen Thousand Five Hundred and Nineteen ($319,519) (the "**IFC Initial Costs**") in relation to IFC's assessment of and investment in the Project prior to the incorporation of the Company and that IFC may make its equity contribution in part by electing to convert the IFC Initial Costs into ordinary shares in the Company on a Fully-Diluted Basis. The Sponsor agrees that, at any time following the incorporation of the Company, IFC shall have the right, in its sole discretion, upon thirty (30) days' notice to the Sponsor and the Company, make such election.

(f) IFC and the Sponsor may agree on an equity contribution schedule with respect to the Initial Contribution in accordance with the progress of the Project. Such equity contribution schedule may contemplate a different shareholding ratio from that set out in Section 2.01(c) above for each installment provided that all instalments when contributed will achieve the shareholding ratio set out in Section 2.01(c) above. Each ofIFC and the Sponsor shall waive its pre-emptive rights (under this Agreement or Applicable Law) where necessary to enable the other Party tomake its contribution in accordance with the agreed equity contribution schedule.

(g) Except otherwise agreed in the Transaction Documents, the liability of the Shareholder Parties to the Company shall be limited to the nominal value of the shares respectively held by them.

Section 2.02. *Amendment to MoA and AoA.*As soon as practicable after the incorporation of the Company, the Company and the Shareholder Parties will take any and all actions necessary, proper or advisable to amend the Company's MoA and AoA to effect the amendment of the Company's MoA and AoA to be in accordance with this Agreement, including, but not limited to,

procuring that a General Meeting of the Company is held at which a resolution is passed which will effect such amendment. Until such time that such amendment is effected, in the event of any discrepancy between the terms of this Agreement and the Company's MoA and AoA, the terms of this Agreement shall prevail to the extent permitted under Applicable Law.

Section 2.03. *Board Composition*. (a) The number of Directors comprising the Board shall be no less than three (3) and no more than five (5) and shall be fixed by the Board within these limits from time to time.IFC shall have the right to nominate one (1) Director(the "**IFC Nominee Director**"), and the Other Shareholder Parties shall, in accordance with Article VII (*Compliance by the Company*), ensure that such nominee is promptly appointed as a Director.

(b) The Sponsor and IFC shall procure that, as soon as practicable after the date of incorporation of the Company, the following persons are appointed as Directors if not already so appointed:

(i) Aung Win Khaing and Dr. Tun Tun Aung as appointees of the Sponsor: and

(ii) such person as nominated in writing by IFC to the Company to act as the appointee of IFC.

(c) After the date of this Agreement, the Board shall constitute and maintain the following committees whose members shall all be Directors: (i) the audit committee; (ii) the corporate governance and nominations committee and (iii) the compensation committee and shall appoint an Independent Director (to be nominated jointly by IFC and the Sponsor)to the audit committee, the corporate governance and nominations committee, and the compensation committee. Any financial audit of the Company must be in compliance with the Accounting Standards and approved by the audit committee.

Section 2.04. *Removal/Resignation of Directors*. IFC may require the removal of the IFC Nominee Director at any time and shall be entitled to nominate another Person as the IFC Nominee Director in place of any IFC Nominee Director so removed. In the event of the resignation, retirement or vacation of office of the IFC Nominee Director, IFC shall be entitled, subject to Section 2.03(*Board Composition*), to nominate another Person as the IFC Nominee Director in place of such IFC Nominee Director and the Other Shareholder Parties shall, in accordance with Article VII (*Compliance by the Company*), ensure, to the fullest extent of all rights and powers available to them, that such nominee is promptly appointed as a Director.

Section 2.05. *Procedures of the Board*. (a) The Board shall meet at least once every quarter of each Financial Year subject to an annual schedule and confirmation of the date of the next Board meeting at the previous Board meeting.

(b) Written notice of each meeting of the Board shall be given to all the Directors and their alternates, if any. Written notice of each meeting of a committee of the Board shall be given to all Directors on that committee and their alternates, if any. Written notice of a meeting under this Section 2.05(b) shall be sent to the address notified from time to time by the Directors and their alternates, if any, at least fifteen (15) days in advance of such meeting; provided that where, exceptionally, the Board or a committee of the Board is required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, such notice requirements may be waived with the unanimous approval of all Directors or, in the case of a meeting of a committee of the Board, all Directors on that committee.

(c) An agenda setting out in detail the items of business proposed to be transacted at a meeting of the Board together with necessary information and supporting documents shall be

circulated to each of the Directors and their alternates, if any. An agenda setting out in detail the items of business proposed to be transacted at a meeting of a committee of the Board together with necessary information and supporting documents shall be circulated to each of the Directors on that committee and their alternates, if any. The agenda, information and documents shall be circulated at least fifteen (15) days prior to the date of the relevant meeting; provided that where, exceptionally, the Board or a committee of the Board is required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, such requirement to circulate agenda information and documents may be waived with the unanimous approval of all Directors or, in the case of a meeting of a committee of the Board, all Directors on that committee.

(d) The Company shall indemnify each of the Directors to the maximum extent permitted under Applicable Law for any costs, expenses or liabilities incurred by each such Director in the course of, or in any way related to, his or her activities or his or her position as a Director.

(e) The Board shall adopt and maintain a director remuneration and expense reimbursement policy providing for the payment of directors' fees and reimbursement of expenses to any Director who is not an employee of the Company. Such policy shall apply only with respect to any such Director acting in his capacity as a Director of the Company (and not in any other capacity), and shall include reimbursement of the reasonable expenses incurred by such Directors: (i) in attending a board or committee meeting or a General Meeting or any other meeting which the Director is requested to attend in his capacity as a Director of the Company (including the reasonable costs of travel and attendance of an IFC Nominee Director); and (ii) in obtaining independent legal or professional advice in furtherance of his or her duties as a Director.

Section 2.06. *Quorum at Board Meetings*. (a) The quorum for a meeting of the Board, duly convened and held, shall be a majority of the Directors then in office including the IFC Nominee Director. The quorum for a meeting of a committee of the Board, duly convened and held, shall be a majority of the Directors on that committee including the IFC Nominee Director, if any.

(b) In the absence of a valid quorum at a meeting of the Board or a committee of the Board, duly convened, the meeting shall be adjourned to the same time and place not earlier than ten (10) days but no later than twenty-one (21) days thereafter as the Chairman (or, if applicable, the chairman of the committee) may determine. The quorum requirements as set out in Section 2.06(a) shall also be applicable at such adjourned meeting.

(c) Any Director shall be entitled to participate in a meeting of the Board or a committee of the Board of which he or she is a member, at which he or she is not physically present, by telephone or video conference or similar electronic means and the chairman of such meeting shall ensure that such Director's observations are duly recorded in the minutes of such meeting.

Section 2.07. *Resolution by Circulation or Written Consent*. No resolution shall be deemed to have been duly passed by the Board or a committee of the Board by circulation or written consent, unless the resolution has been circulated in draft form, together with the information required to make a fully-informed, good faith decision with respect to such resolution and appropriate documents required to evidence passage of such resolution, if any, to all Directors or to all Directors on the relevant committee at their usual address, and has been unanimously approved in writing by such of them as are entitled to vote on the resolution. All resolutions by circulation or written consent shall be recorded in the books of the Company as minutes of proceedings of the Directors and confirmed orsigned as may be provided under Applicable Law, provided that any resolution duly passed in the aforementioned manner shall be valid notwithstanding that the relevant minutes recording such resolution has not been confirmed orsigned.

Section 2.08. <u>*General Meetings*</u>. (a) Not less than thirty (30) days' prior written notice of all General Meetings shall be given to the Shareholder Parties at their respective addresses notified by them to the Company in writing.

(b) An agenda and accompanying materials setting out the business proposed to be transacted at a General Meeting shall be circulated by the Company to the Shareholder Parties at the same time as the notice referred to in Section 2.08(a). No business shall be transacted at any General Meeting duly convened and held other than that specified in the notice without the prior consent of all Shareholder Parties.

(c) The Board shall provide the Company's previous Financial Year's audited financial statements to all Shareholder Parties at least thirty (30) days before the General Meeting which is held to approve and adopt such audited financial statements.

(d) The quorum for a General Meeting shall be shareholders, present in person or by proxy, or by corporate representative, holding shares representing more than fifty percent (50%) of the voting shares of the Company then outstanding. Subject to the provisions of this Agreement and the MoA and AoA, resolutions may be passed at a General Meeting by a vote of a majority of the shares present at the meeting.

(e) In the absence of a valid quorum at a General Meeting, duly convened and held, the meeting shall be adjourned to the same time and place not earlier than ten (10) days but no later than twenty-one (21) days thereafter as the Chairman may determine. The quorum requirements set out in Section 2.08(d) shall also be applicable at such adjourned meeting provided that if two (2) consecutive meetings of which notice has been duly given in accordance with Section 2.08(a) are inquorate, the quorum for the next meeting shall be reduced to shareholders holding at least thirty per cent (30%) of the voting shares of the Company then outstanding.

(f) No resolution shall be deemed to have been duly passed by the Company's shareholders by circulation or written consent unless the resolution has been circulated in draft form, together with the information required to make a fully-informed, good faith decision with respect to such resolution and appropriate documents required to evidence passage of such resolution, if any, to all shareholders of the Company at their usual address, and has been unanimously approved in writing by those shareholders which are entitled to vote on the resolution.

(g) The provisions of this Section 2.08shall apply, *mutatis mutandis*, to meetings of any class of shareholders of the Company.

Section 2.09. <u>*IFC Consent Rights*</u>. (A)Notwithstanding anything contained in this Agreement or any other Transaction Document, the Company shall not and shall ensure that each of its Key Subsidiaries shall not take the following decisions or actions without the prior written consent of IFC:

(a) amend or repeal the Company's MoA and AoA or the MoA and AoA of any Key Subsidiary: (i) in any material manner or (ii) in contravention of the terms of this Agreement;

(b) change the designations, powers, rights, preferences or privileges, or the qualifications, limitations or restrictions of the IFC Shares, through amendment or repeal of the MoA and AoAor otherwise;

(c) other than in connection with an IFC Subscription or pursuant to an employee stock plan approved by the Board of Directors in compliance with Section 2.09(m) (*IFC Consent Rights*),create, authorize or issue any Equity Securities in the Company or incur any Financial Debt to any shareholder of the Company or any of its Key Subsidiaries;

(d) change the business of the Company or of any of its Key Subsidiaries;

(e) in respect of Phase 1, authorize or undertake, in any Financial Year, any arrangement for the disposal (including but not limited to any sale, exchange or lease) of: (i) more than five per cent (5%) of the fair market value of the assets of the Company or any Key Subsidiary, whether in one or a series of transactions; (ii) assets that contribute to the generation of more than ten per cent (10%) of the revenues of the Company or any Key Subsidiary; or (iii) any shares of any Key Subsidiary;

(f) in respect of Phase 2, authorize or undertake, in any Financial Year, any arrangement for the disposal (including but not limited to any sale, exchange or lease) of: (i) the assets of the Company or any Key Subsidiary, whether in one or a series of transactions, in excess of a percentage of the fair market value thereof to be agreed between IFC and the Sponsor; (ii) assets that contribute to the generation of the revenues of the Company or any Key Subsidiary, in excess of a percentage of such revenues to be agreed between IFC and the Sponsor; or (iii) any shares of any Key Subsidiary (or, if so agreed between IFC and the Sponsor, any percentage thereof);

(g) any amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction;

(h) authorize or undertake any Liquidation Event;

(i) authorize or undertake any reduction of capital or share repurchase;

(j) authorize or undertake any Listing, any Offering or any delisting of any Equity Securities of the Company (or any Key Subsidiary);

(k) the sale, transfer or assignment of any Intellectual Property rights (including those relating to copyrights, trademarks, patents and designs) of the Company or any of its Key Subsidiariesthat is required for current or future Company Operations;

(l) grant or enter into any material license, agreement or arrangement concerning any Intellectual Property rights;

(m) adopt, amend or revise any employee stock plan;

(n) approving the minimum tariff (the "**Floor Tariff**") to be charged by the Company to the port users for the port services offered by the Project (whether Phase 1 or Phase 2) and any changes thereto;

(o) approve entry of or any modifications, in the terms of any material contracts to which the Company or any Key Subsidiary is a party;

(p) any public announcements made by the Company or any Key Subsidiary which uses IFC's name;

(q) granting of any encumbrances over any material asset of the Company or any Key Subsidiary;

(r) undertaking or entering into any commitment regarding any new project, business or investment (other than Phase 2);

(s) any matter relating to IFC's policy covenants set out in Section 3.03 (*IFC Policy Covenants*) and/or IFC's policy reporting covenants set out in Section 3.02 (*IFC Policy Reporting Covenants*);

(t) remove or replace the Auditors;

(u) any proposed conversion of Site A to grant land under Myanmar law (and the terms and conditions of such conversion), any proposed changes to the Lease Agreement required by the MIC in considering an application for extension of the lease term, confirming the location, length and width of the Pipeline Easement Right, and agreeing to the Company's share of costs and expenses for utilizing any utilities and infrastructure provided by the Sponsor (or its Related Parties) and the Port Link Road;

(v) amend or terminate any employment contract of any member of the E&S Team;

(w) amend or terminate any agreement with the External ESIA Consultants, External Land Acquisition Consultants, or the Trusted Third Parties; or

(x) remove, replace or substantially alter the scope of duties, responsibilities, functions and/or powers of, the operations manager appointed by the Company in accordance with the provisions of Subscription Agreement.

(B) If IFC does not provide its written consent on any decision or action that requires IFC's prior written consent under this Section 2.09 (*IFC Consent Rights*) within forty-five (45)days of receipt of all information in relation to such decision or action that IFC may require, then the Company may attempt to resolve the matter for which IFC has not provided its written consent ("**IFC Consent Deadlock**") by delivering a written notice to the Sponsor and IFC ("**IFC Consent Deadlock Notice**"), which notice shall inter-alia set forth particulars of the matter causing the IFC Consent Deadlock. Upon the issue of IFC Consent Deadlock Notice, the Company shall take all steps as may be required to convene the meeting of a panel consisting of a senior executive (i.e., President, Executive Vice President, Director or equivalent officer in the case of Sponsor and Company and manager or equivalent officer in the case of IFC) of IFC, each of the Sponsor and the Company with the authority to resolve the matter causing the IFC Consent Deadlock, within a period of ten (10) Business Days from the date of the IFC Consent Deadlock Notice. The members of such panel shall attempt in good faith to promptly resolve such IFC Consent Deadlock. If the panel is unable to achieve a resolution of such IFC Consent Deadlock within thirty (30) days of the panel being constituted to discuss the IFC Consent Deadlock, the action which has resulted in the IFC Consent Deadlock will be deemed to have been rejected by IFC and IFC shall be entitled to exercise its put option pursuant to the Put Option Agreement.

Section 2.10. *Shareholder Supermajority Requirements.*The Company shall not and shall ensure that each of its Key Subsidiaries shall not take the following decisions or actions without the prior written consent of the holders of at least seventy-five per cent (75%) of all the voting shares of the Company then issued and outstanding and entitled to vote:

(a) enter into any agreement, arrangement or transaction with any Related Party, other than non-material agreements having a term of less than one (1) year that are negotiated on an arm's-length basis in the ordinary course of business and contemplated by the Business Plan;

(b) approve or amend the Business Plan or budget of the Company;

(c) enter into any obligation outside of the normal course of business in excess of five per cent (5%) of total shareholders equity in the aggregate in any Financial Year;

(d) enter into any commitments for acquisitions of other entities (whether by the acquisition of shares, assets, or otherwise) for a consideration in excess of five per cent (5%) of total shareholders equity in the aggregate in any Financial Year;

(e) enter into any commitments for capital investments in excess of five per cent (5%) of total shareholders equity in the aggregate in any Financial Year;

(f) incur Financial Debt which involves the payment by it, in cash or otherwise, of amounts in excess of five per cent (5%) of total shareholders equity in the aggregate in any Financial Year;

(g) directly or indirectly declare, authorize or make any Distribution in relation to any Equity Securities of the Company (or Equity Securities of any Key Subsidiary) that is not out of the profits for the then current Financial Year;

(h) create any Subsidiary or enter into any joint venture or partnership;

(i) submit any application for any material Authorization required for the development, construction, financing, ownership, operation or maintenance of the Company Operations; any material modification of any such Authorization or the acceptance of any such Authorization that contains materially different conditions than applied for, or any material modification thereof;

(j) approve any agreements, transfers or other actions relating to land rights acquired (or to be acquired) in connection with the Company Operations; or

(k) adopt any insurance plan relating to the Company and/or the Company Operations;.

Section 2.11. *Project Development Committee.*(a) The Board shall, within thirty (30) days from the date of this Agreement, establish a project development committee ("**Project Development Committee**"), which shall comprise one (1) representative/nominee (each a "**Representative**") of each of the Sponsor and IFC(each a "**Nominating Party**"). Each Nominating Party shall notify the other Nominating Parties in writing of its Representative within thirty (30) days from the date of this Agreement. Each Nominating Party may, by written notice to the other Nominating Parties, remove and/or replace its Representative at any time, with or without cause and without the approval of the other Nominating Parties. The Representatives shall have a right to nominate an alternate to attend and participate in Project Development Committee meetings and proceedings in his/her place.

(b) The Project Development Committee's scope of work or responsibility shall be to oversee, approve and take decisions with respect to day to day operations and matters pertaining to the Company Operationsin respect of Phase 1, including the matters specified in Schedule 4 (*List of Matters Requiring Unanimous Approval of the Project Development Committee*). Notwithstanding anything contained in this Agreement, but without prejudice to Section 2.09(*IFC Consent Rights*), the Board (including any committee of the Board), the Shareholder Parties at any general meeting, and/or the Company shall not approve or take any decision with respect to the matters specified in Schedule 4 (*List of Matters Requiring Unanimous Approval of the Project Development Committee*), unless first approved by the Project Development Committee. The Project Development Committee shall cease to oversee, approve and take decisions with respect to the day to day operations and matters pertaining to the Company's business or the Project, including the matters specified in Schedule 4 (*List of Matters Requiring Unanimous Approval of the Project Development Committee),* upon the achievement of Financial Close for Phase 1. The Parties shall discuss and agree on whether a Project Development Committee is required for Phase 2 before the implementation of any aspects of Phase 2.

(c) The Nominating Parties will agree on such rules of order, policy statements and directives as they consider necessary or appropriate for the functioning and administration of the Project Development Committee, consistent with the terms of this Section 2.11.

(d) The Representative of the Sponsor shall serve as the chairperson of the Project Development Committee (the "**Chairperson**"). The Chairperson shall have no powers or duties other than those specifically conferred by this Agreement. In the absence of the Chairperson at any Project Development Committee meeting, the Representatives present at such meeting will elect the Chairperson for such meeting from among them.

(e) Meetings of the Project Development Committee shall require a quorum consisting of a Representative of each Nominating Party. In case there is no such quorum for two successive duly convened meetings of the Project Development Committee, then no quorum shall be required for the next duly convened meeting of the Project Development Committee. Any action submitted for approval to the Project Development Committee under this Agreement may be approved without a meeting if each Representative executes a written consent agreeing to such action.

(f) The Chairperson shall promptly provide a copy of minutes and voting records from each meeting of the Project Development Committee to the other Nominating Party's Representatives for their approval, which shall be no later than seven (7) days from the date of such meeting of the Project Development Committee. The Chairperson shall ensure that the comments or observations, if any, of the Representatives on minutes and voting records are incorporated in a reasonable manner, and provide a final copy of minutes and voting records to all Representatives.

(g) Decisions of the Project Development Committee with respect to any matter listed in Schedule 4 (*List of Matters Requiring Unanimous Approval of the Project Development Committee*)shall require unanimous approval by way of affirmative vote of the Representative of each Nominating Party.

(h) If the Representatives participating in a meeting of the Project Development Committee are unable to reach agreement on a matter put to vote (a "**Deadlock**"), the Nominating Parties shall attempt to resolve such Deadlock through negotiations of the Representatives. If such Deadlock is not resolved within five (5) Business Days of it being submitted to vote, the Deadlock shall be referred to a panel consisting of a senior executive (i.e., Director, manager or a Nominating Party's equivalent officer) of each Nominating Party with the authority to resolve the matter causing such Deadlock. Such panel shall convene within five (5) Business Days after the expiration of the aforementioned five (5) Business Day period. The members of such panel shall attempt in good faith to promptly resolve such Deadlock. If the Nominating Parties are unable to achieve a resolution of such Deadlock within ten (10) Business Days after the panel of senior executives has convened, the action which has resulted in the Deadlock will be deemed to have been rejected by the Project Development Committee.

(i) Once a month or such other duration as may be agreed by the Nominating Parties, the Company shall provide the Project Development Committee with a report (the "**Monthly Report**") in the form agreed by the Nominating Parties. Each Monthly Report shall contain updates regarding all material aspects of the Projects, including providing reasonable detailed information regarding the progress of material Project development activities.

Section 2.12. *Voting by Directors: Conflicts of Interest, Related Parties, Etc.*The Company shall have in place a conflict of interest policy that will require a Director to immediately disclose to the Board any interest or conflict that he or she may have on a matter on which the approval or ratification by the Board is being sought. In no event shall the vote of any Director who was nominated by, or who is a Related Party of, a Related Party that is the Company's counterparty in a

proposed agreement, arrangement or transaction to be approved under Section 2.10(a) (*Shareholder Supermajority Requirements*), be counted toward the supermajority approval required by that section. Such Director shall abstain (and if he or she does not abstain, shall be deemed to have abstained) from voting on the approval or ratification of the proposed agreement, arrangement or transaction.

Section 2.13. *Corporate Governance Improvement Plan.*(a) On or prior to June30, 2017, the Company and the Sponsor shall develop a specific, written Corporate Governance Improvement Plan, in form and substance satisfactory to IFC. The Corporate Governance Improvement Plan shall include specific activities to be undertaken to improve the corporate governance of the Company, the specific sequence in which such activities shall be undertaken, the responsible Persons to implement such activities and the specific timeline for implementation.

(b) The Corporate Governance Improvement Plan shall, at a minimum, address the following matters: (i) the commitment by the Company to the principles of implementing international best practices in corporate governance; (ii) the composition and functions of the Board of Directors and senior management; (iii) the control environment of the Company, including internal controls, internal audit, risk management and compliance; (iv) arrangements for transparency and disclosure; and (v) the protection of shareholder rights; and (vi) specific family governance arrangements if the Company is family-owned and/or family controlled.

(c) On or prior to September 1, 2017, the Board of Directors shall set up a body or assign responsibility to an existing corporate body to oversee the implementation of the Corporate Governance Improvement Plan. The Board of Directors shall periodically, consistent with the deadlines set forth in the Corporate Governance Improvement Plan, provide written reports to IFC on the progress of implementation of the Corporate Governance Improvement Plan and any delays in implementation or deviations from the agreed Corporate Governance Improvement Plan.

ARTICLE III

Covenants

Section 3.01. *General Reporting Covenants*. (a) The Company shall furnish to IFC the following information:

(i) within ninety (90) days after the end of each Financial Year, annual financial statements (a balance sheet as of the end of such Financial Year and the related statements of income, shareholders' equity and cash flows for the Financial Year then ended) for the Company on a consolidated and an unconsolidated basis and for each of its Key Subsidiaries, audited in accordance with the Accounting Standards and certified by the Auditors, along with a consolidating statement prepared by the Auditors, and a copy of all management letters delivered by the Auditors; and

(ii) within forty-five (45) days after the end of each quarter of each Financial Year, quarterly financial statements (a balance sheet as of the end of such quarter and the related statements of income, shareholders' equity and cash flows for the quarter then ended) for the Company on a consolidated and an unconsolidated basis and for each of its Key Subsidiaries, prepared in accordance with the Accounting Standards; and

(iii) within fifteen (15) days after receipt thereof by the Company, any management letter or similar letter from the Auditors; and

(iv) no later than forty-five (45) days before commencement of each Financial Year, the proposed annual Business Plan; and

(v) no later than thirty (30) days before the General Meeting, the notice, agenda and relevant meeting materials for the General Meeting; and

(vi) no later than fifteen (15) days after each General Meeting, the minutes thereof reflecting decisions adopted at such meeting;

(vii) until the implementation of the Corporate Governance Improvement Plan is satisfactorily completed, no later than ninety (90) days after the end of each Financial Year, a written report outlining the Company's progress in implementing the Corporate Governance Improvement Plan;

(viii) simultaneously with delivery to the Directors, the notice, agenda and relevant materials sent to them for meetings of the Board; and

(ix) no later than fifteen (15) days after each Board meeting, the minutes thereof reflecting decisions adopted at such meeting.

(b) The Company shall: (i) irrevocably authorize and instruct in the form set forth in Schedule 3 (*Form of Letter to Company's Auditors*), the Auditors (whose fees and expenses shall be for the account of the Company) to communicate directly with IFC at any time regarding the Company's financial statements, accounts and operations, and provide to IFC a copy of that authorization; and (ii) take such actions, issue such additional instructions and deliver such additional documents as necessary to procure the Auditors' compliance with such instruction.No later than thirty (30) days after any change in Auditors, the Company shall repeat the process in the immediately preceding sentence with the new Auditors and provide a copy of the Company's instructions and any other related documentation to IFC.In addition, IFC shall have the right to have direct access to the Auditors at any time for any discussion regarding the Company's financial statements, accounts and operations, and if so required by IFC, the Sponsor shall promptly do all such things as may be necessary to ensure and procure that IFC has such access to the Auditors.

(c) The Company shall promptly provide to IFC such information as IFC from time to time requests with regard to the Company and any of its Key Subsidiaries, including, without limitation, copies of correspondence from the Company's regulators. The Company shall provide to the IFC Nominee Director all information as and when provided to any other Director in his or her capacity as a Director and, at IFC's request and to the extent consistent with Applicable Law, shall also provide such information to IFC. The IFC Nominee Director may provide to IFC any information that the IFC Nominee Director receives in his or her capacity as a Director, including, without limitation, any information related to Company Operations, and may provide periodic reports to IFC related to the discharge of his or her duties as a Director.

(d) Following a Listing, IFC may, by notice to the Company, elect not to receive any of the information described in this Section 3.01. In this case, the Company shall provide IFC with copies of all information publicly disclosed and/or filed, in compliance with the rules and regulations of any securities exchange or automated quotation system on which any of its securities are listed and other Applicable Law.

Section 3.02. *<u>IFC Policy Reporting Covenants</u>*. (a) The Company shall promptly notify IFC upon becoming aware of any: (i) litigation or investigations or proceedings which have or may reasonably be expected to have a Material Adverse Effect; or (ii) any criminal investigations or proceedings against the Company or any Related Party, and any such notification shall specify the nature of the action or proceeding and any steps that the Company proposes to take in response to the same.

(b) Upon IFC's request, and with reasonable prior notice to the Company, the Company shall permit representatives of IFC and the CAO, during normal office hours, to:

(i) visit any of the sites and premises where the business of the Company or its Subsidiaries is conducted;

(ii) inspect any of the sites, facilities, plants and equipmentof the Company or its Subsidiaries;

(iii) have access to the books of account and all records of the Company and its Subsidiaries; and

(iv) have access to those employees, agents, contractors and subcontractors of the Company and its Subsidiaries who have or may have knowledge of matters with respect to which IFC or the CAO seeks information;

provided that: (A) no such reasonable prior notice shall be necessary if special circumstances so require; and (B) in the case of the CAO, such access shall be for the purpose of carrying out the CAO's Role.

(c) The Company shall and shall ensure that each of its Subsidiaries shall:

(i) on a quarterly basis, deliver to IFC updates substantially in the forms set forth in Schedule 6 and Schedule 7, setting out the updates on the implementation progress of each action in the ESIA Action Plan and the Land Acquisition Action Plan, respectively, including the identification of implementation gaps, and actions taken to address the gaps, and shall continue to deliver to IFC such updates until all action items in each of these plans are considered satisfactorily completed by IFC;

(ii) on a quarterly basis during the first twenty-four (24) months following the date of this Agreement, and thereafter within ninety (90) days after the end of each Financial Year, deliver to IFC the corresponding Annual Monitoring Report in a form consistent with the requirements of this Agreement and including information necessary to measure the ongoing development results of IFC's investment in the IFC Shares confirming compliance with the Action Plan,the social and environmental covenants set forth in this Agreement and Applicable E&S Law, or, as the case may be, identifying any non-compliance or failure, and the actions being taken to remedy it, and including such information as IFC shall reasonably require in order to measure the ongoing development results of IFC's investment in the IFC Shares (which information IFC may hold and use in accordance with IFC's Access to Information Policy,dated January 1, 2012, which is available at http://ifcnet.ifc.org/intranet/ifcpolproc.nsf/AttachmentsByTitle/700101IFCPolicyDisclosureInformation_Effective+Jan+1+2012/$FILE/700101IFCPolicyDisclosureInformation.pdf); and

(iii) within three (3) days after its occurrence, notify IFC of any social, labor, health and safety, security or environmental incident, accident or circumstance having, or which could reasonably be expected to have, any material adverse social and/or environmental impact or any material adverse impact on the implementation or operation of the Company Operations in compliance with the Performance Standards, specifying in each case the nature of the incident, accident, or circumstance and the impact or effect arising or likely to arise therefrom, and the measures the Company or the relevant Subsidiary, as applicable, is taking or plans to take to address them and to prevent any future similar event; and keep IFC informed of the on-going implementation of those measures.

(d) The Company shall furnish to IFC, within thirty (30) days after the renewal or replacement of any of the insurance policies referred to in Section 3.03(h) (*IFC Policy Covenants*), a copy of that policy.

(e) Following a Listing, IFC may, by notice to the Company, elect not to receive any of the information described in this Section 3.02. In this case, the Company shall provide IFC with copies of all information publicly disclosed and/or filed,incompliance with the rules and regulations of any securities exchange or automated quotation system on which any of the Company's securities are listed and any Applicable Law.

Section 3.03. *IFC Policy Covenants*.

(a) Sanctionable Practices.

(i) Each of the Relevant Parties hereby agrees that it shall not engage in (nor authorize or permit any Affiliate or any other Person acting on its behalf to engage in) any Sanctionable Practice with respect to the Company;

(ii) Each of the Relevant Parties further covenants that should it become aware of any violation of Section 3.03(a)(i), it shall promptly notify IFC; and

(iii) If IFC notifies the Company and/or any other Relevant Party of its concern that there has been a violation of Section 3.03(a)(i), the Company and any other such Relevant Party shall cooperate in good faith with IFC and its representatives in determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from IFC, and shall furnish documentary support for such response upon IFC's request.

(b) Affirmative Environmental Covenants. The Company shall and shall ensure that each of its Subsidiaries shall (and the Sponsor shall so ensure):

(i) establish the E&S Team with signed employment contracts and detailed job descriptions for each member of the E&S Team, and prepare and finalize an organizational chart, each no later than 90 days from the date of this Agreement, and procure that the E&S Team shall be fully trained on required competences within 150 days from the date of this Agreement;

(ii) ensure that the E&S Team receives adequate resources, management support, and training to be able to perform their duties, verified by the results of a training effectiveness evaluation report prepared by the External ESIA

Consultants and/or the External Land Acquisition Consultants, and shall establish a direct line of reporting between the head of the E&S Team and a director of the Company;

(iii) engage and enter, or have engaged and entered, into formal written agreements with the External ESIA Consultants and External Land Acquisition Consultants no later than 90 days from the date of this Agreement, in accordance with the requirements of the Project and subject to agreement with IFC;

(iv) engage and enter, or have engaged and entered, into formal written agreements with the Trusted Third Parties no later than 90 days from the date of this Agreement, subject to the requirements of the Project and agreement with IFC;

(v) prior to entering into the formal written agreements with the External ESIA Consultants and External Land Acquisition Consultants as mentioned in Section 3.03(b)(iii), and the formal written agreements with the Trusted Third Parties as mentioned in Section 3.03(b)(iv), provide IFC with a copy of the draft of each such agreement, and shall take account of any comments that IFC may have in relation to the terms of any such agreement;

(vi) ensure that the E&S Team establishes and implements the E&S Management System of the Company within 45 days after the E&S Team has been established and trained in accordance with Sections 3.03(b)(i) and 3.03(b)(ii), to the satisfaction of the Company and IFC, including but not limited to the following components: the Company's environmental and social policy statement, environmental and social standard operating procedures, a list of key performance indicators and performance targets applicable to the E&S Team, a system to monitor the performance of Company Operations with regard to environmental and social matters against key performance indicators, and a grievance redress mechanism accessible and advertised to internal and external stakeholders including local communities;

(vii) implement the ESIA Action Plan and the Land Acquisition Plan, and undertake the Company Operations in compliance with the Performance Standards and Applicable E&S Law;

(viii) as part of the ESIA Action Plan and E&S Management System implementation,adhere to the requirements as stated in the ESIA Institutional Setting and Implementation Arrangements set forth in Schedule 9;

(ix) as part of the ESIA Action Plan and E&S Management System implementation, develop and implement an Operational Phase Environmental, Health and Safety Management Plan, applicable to Company Operations including the areas of Site A and Site B as marked on the map in Annex A, the Port Link Road and the Right-of-Way Area;

(x) as part of the ESIA Action Plan and E&S Management System implementation,develop and implement a Dredging Environmental, Health and Safety Management Plan before the commencement of any construction and/or maintenance dredging operations,applicable to Company

Operationsincluding the areas of Site A and Site B as marked on the map in Annex A; and

(xi) periodically review the form of the Annual Monitoring Report and advise IFC as to whether revision of the form is necessary or appropriate in light of changes to the Company Operations and revise the form of the Annual Monitoring Report, if applicable, with the prior written consent of IFC.

(c) Negative Environmental Covenant. The Company shall not, and the Sponsor shall ensure that the Company shall not, amend the ESIA Action Plan and/or the Land Acquisition Action Plan in any material respect without the prior written consent of IFC.

(d) UN Security Council Resolutions. The Company shall not and shall ensure that each of its Subsidiaries (and the Sponsor shall so ensure) shall notenter into any transaction or engage in any activity prohibited by any resolution of the United Nations Security Council under Chapter VII of the United Nations Charter.

(e) Shell Banks. The Company shall not and shall ensure that each of its Subsidiaries shall not(and the Sponsor shall so ensure) conduct business or enter into any transaction with, or transmit any funds through, a Shell Bank.

(h) Insurance. The Company and its Key Subsidiaries(and the Sponsor shall so ensure) shall: (i) insure and keep insured with reputable insurers its assets and business against insurable losses, on terms and conditions acceptable to IFC; (ii) promptly notify the relevant insurer of any claim under any policy written by that insurer and diligently pursue that claim; (iii) comply with all warranties and conditions under each insurance policy; (iv) not do or omit to do, or permit to be done or not done, anything which might prejudice the Company's (and/or any of its Key Subsidiaries right to claim or recover under any insurance policy; and (v) within 30 days of any renewal or replacement of any such insurance policy, provide to IFC a copy of that policy.

Section 3.04. *Other Affirmative Covenants*. The Company shall (and the Sponsor shall ensure that the Company shall):

(a) undertake its business, activities and investments, and cause each of its Subsidiaries to undertake their business, activities and investments, in compliance with Applicable Law, including but not limited to paying and discharging when due and payable all taxes, assessments and governmental charges or levies imposed upon it or its income or profits or upon any properties belonging to it;

(b) adopt and maintain a policy, in form and substance satisfactory to IFC, designed to maximize its ownership of Intellectual Property developed or acquired in the course of its operations, which policy shall require the Company to: (i) cause all material technological developments, patentable or unpatentable, inventions, discoveries or improvements by the Company's or any of its Subsidiaries' officers or employees to be documented in accordance with the appropriate professional standards; and (ii) cause all officers and key employees, and to the extent practicable, consultants of the Company and its Subsidiaries, to enter into non-disclosure and proprietary rights agreements in customary form, approved by the Board of Directors;

(c) fully comply with all its obligations under the Lease Agreement and the Asset Transfer Agreement so as to ensure that there is no event or circumstance which may entitle any party thereto to terminate, revoke, cancel, rescind, avoid or withdraw from, such agreement;

(d) not exercise any of its rights which may result in the termination, revocation, cancellation, rescission, avoidance or withdrawal of the Lease Agreement or the Asset Transfer Agreement;

(e) immediately notify IFC in writing if there is any breach or default by it or any other party to the Lease Agreement or the Asset Transfer Agreement, or any claim or dispute thereunder, and the details of such breach, default, claim or dispute; and

(f) develop and implement an Operational Phase General Management Plan, applicable to Company Operations including the areas of Site A and Site B as marked on the map in Annex A, the Port Link Road and the Right-of-Way Area, and ensure that all operational and maintenance plans (including the Operational Phase General Management Plan) adopted by the Company shall be developed in accordance with international standards, having regard to manufacturers' guidance and shall procure that the facilities and equipment shall not deteriorate as a result of a lack of maintenance.

Section 3.05. *Issuance of Share Capital*. (a) During the term of this Agreement, the Company shall not issue any Equity Securities of the Company to any Person other than a Shareholder Party unless such Person:

(i) executes an Accession Instrument confirming that it shall be bound by this Agreement as an Other Shareholder Party in respect of all Equity Securities in the Company held or to be held by such Person and promptly provides copies of such executed Accession Instrument to each of the other parties to this Agreement; and

(ii) delivers to each of the other parties to this Agreement: (i) a Certificate of Incumbency and Authority; (ii) a copy of the applicable corporate documentation of such Person authorizing the execution of the Accession Instrument and the subscription or purchase of the applicable Equity Securities in the Company; and (iii) any other documentation reasonably requested by any party to this Agreement.

(b) The other Parties to this Agreement undertake to promptly counter-sign such Accession Instrument upon the satisfaction of the above conditions by such Person.

Section 3.06. *Project Development Budget*. (a) The Project Development Committee shall prepareand approve each Project Development Budget required to be prepared under this Agreement.

(b) If the Project Development Committee fails to prepare or, as the case may be,approve a Project Development Budget or any of its components as per Section 3.06(a), then until the time that the Project Development Committee approves such Project Development Budget or such component of the Project Development Budget, the activities related to such non-approved amounts shall not be implemented, and the amounts allocated under the Project Development Budget (or the components thereof) previously approved shall remain in full force and effect until a new Project Development Budget is (or such components are) approved.

(c) The Company shall manage, or cause to be managed, the commitment and use of its funds in accordance with the Project Development Budget. The Company shall be entitled to spend Dollars Fifty Thousand ($50,000) or its equivalent over the then currently approved Project Development Budget for any individual development activity to meet any Project Milestoneor Dollars Two Hundred Thousand ($200,000) or its equivalent in the aggregate for all development activitiesto meet all the Project Milestoneswithout the approval of the Project Development Committee. Deviations within the aforementioned limits shall be reported and discussed at the next Project Development Committee meeting.

ARTICLE IV

Further Issue and Transfer of Shares

Section 4.01. *Ownership and Share Retention*.

(a) The Sponsor shall,for a period of no less than four (4) years from the Subscription Date (as defined in the Subscription Agreement),maintain all direct and indirect aggregate voting and economic interest (which interest shall include the right to vote and the right to receive a proportionate share of dividends, profits, liquidation proceeds and other similar amounts distributed by the Company) in the Company equal to at least seventy per cent (70%) of the ordinary shares of the Company issued and outstanding from time to time, on a Fully-Diluted Basis. Thereafter, foras long as IFC holds any Shares of the Company, the Sponsor shall maintain a direct aggregate voting and economic interest (which interest shall include the right to vote and the right to receive a proportionate share of dividends, profits, liquidation proceeds, and other similar amounts distributed by the Company) in: (i) the Company equal to at least fifty-one (51)% of the ordinary shares of the Company issued and outstanding from time to time, on a Fully-Diluted Basis;and (ii) each Key Subsidiary equal to at least fifty-one per cent (51%)of the ordinaryshares issued and outstanding for each such Key Subsidiary from time to time, on a Fully-Diluted Basis. The Sponsor shall maintain all its interests free of all Liens or other encumbrances or rights of third parties (other than as set out in this Agreement and the other Transaction Documents).

(b) Subject to Section 4.02 (*Restricted Transfers*), the Sponsor shall not Transfer any Equity Securities of the Company unless, following such Transfer, the Sponsor shall remain in compliance with this Section 4.01.

(c) The Company shall: (i) tothe extent permitted by the Authorities,record in its share registry the restrictions on the Transfer of the Equity Securities of the Company set forth in this Section 4.01 and Section 4.02 (*Restricted Transfers*) below, and note such restrictions on the Transfer of the Equity Securities of the Company on the certificate(s) for Equity Securities issued by the Company; and (ii) refuse to recognize any purported Transfer of the Equity Securities of the Company in violation of this Agreement or record or register any such Transfer of such Equity Securities. Any Transfer made in breach of this Agreement shall be null and void.

Section 4.02. *Restricted Transfers.* (a) :

(i) The Sponsor and Other Shareholder Parties shall not transfer any Equity Securities in the Company to any person (other than IFC) within the period of four (4) years from the date of the first IFC Subscription;

(ii) the Sponsor andOther Shareholder Parties shall not Transfer any Equity Securities in the Company to any of the individuals or entities named on (A) lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issued under Chapter VII of the United Nations Charter; or (B) the World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr); and

(iii) the Sponsor and the Other Shareholder Parties shall cause the Company to, and the Company shall, refuse to recognize any purported Transfer of Equity Securities in the Company in violation of this Section 4.02, or record or register any such Transfer of

Equity Securities in the Company in its share registry. Any Transfer made in breach of this Section 4.02 shall be null and void.

(b) After the consummation of a Listing, Section 4.02(a) shall not apply in the case of sales of Shares of the Company on any open market where the identity of the transferee cannot be ascertained by the Sponsor, the Other Shareholder Parties or the Company, as the case may be (but shall apply in cases where the identity of the transferee is known, including but not limited to sales in a privately-negotiated transaction).

Section 4.03. *Accession Instrument*. If an Other Shareholder Party wishes to Transfer any Shares or Other Equity Securities in the Company to a Person that is not already a Shareholder Party, it shall require as a condition of the Transfer that the transferee executes an Accession Instrument confirming that it shall be bound by this Agreement as an Other Shareholder Party in respect of the Shares or Other Equity Securities in the Company transferred to that transferee and complies with the provisions of Section 3.05 (*Issuance of Share Capital*). The other Parties to this Agreement undertake to promptly counter-sign such Accession Instrument upon the satisfaction of the above conditions by such Person.

Section 4.04. *Preemptive Right*. (a) IFC shall have the right to purchase its pro-rata share of New Securities (as defined below) in the manner set out below.

(b) If the Company proposes to issue New Securities, it shall give IFC written notice of its intention, describing the New Securities, their price, and their general terms of issuance, and specifying IFC's pro-rata share of such issuance (the "**Issue Notice**"). IFC shall have thirty (30) days after any such notice is delivered (the "**Notification Date**") to give the Company written notice that it agrees to purchase part or all of its pro-rata share of the New Securities for the price and on the terms specified in the Issue Notice (the "**Subscription Notice**"). IFC may also notify the Company in the Subscription Notice that it is willing to buy a specified number of the New Securities in excess of its pro-rata share of such issuance ("**Additional Securities**") for the price and on the terms specified in the Issue Notice.

(c) For the avoidance of doubt, the Company shall not issue any New Securities until after the Notification Date, and (if required by Applicable Law and/or the MIC) the relevant Authorizations have been obtained (in each case, on terms satisfactory to IFC).

(d) If IFC has indicated that it is willing to buy Additional Securities, the Company shall give IFC written notice of the total number of New Securities not taken up by other shareholders of the Company ("**Unpurchased Securities**") within five (5) days of the expiry of the thirty (30) day period referred to in Section 4.04(b). Such notice shall specify the particulars of the payment process for the New Securities to be purchased by IFC pursuant to the Subscription Notice. If required under Applicable Law and/or the MIC, the Company and the Sponsor shall, promptly after such notice is given to IFC, jointly make any and all submissions and applications to the MICand/or the relevant Authorities to obtain the relevant Authorizations for the issuance of New Securities by the Company (in each case, on terms satisfactory to IFC).

(e) On the tenth (10^{th}) Business Day after (1) the date of issuance of the relevant Authorizations and/or approval of the MIC referred to in Section 4.04(c), or (2) if such Authorization or approval is not required, the expiry of the thirty (30) day period referred to in Section 4.04(b)):

(i) IFC shall subscribe for the number of its pro-rata shares specified in the Subscription Notice;

(ii) if IFC has indicated that it is willing to buy Additional Securities, IFC shall also subscribe for the lower of the number of Additional Securities and the number of Unpurchased Securities;

(iii) IFC shall pay the relevant consideration to the Company or relevant registrar;

(iv) the Company shall register in its share registry and in the name of IFC the number of New Securities for which IFC has subscribed; and

(v) the Company shall issue new certificates to IFC representing the number of New Securities for which IFC has subscribed.

(f) "**New Securities**" shall mean any Shares or Other Equity Securities of the Company;provided, that the term "New Securities" does not include:

(i) ordinary shares (or options to purchase ordinary shares) issued or issuable to officers, directors and employees of, or consultants to, the Company pursuant to an employee stock plan that has been approved by the Board of Directorsin compliance with Section 2.09(m) (*IFC Consent Rights*);

(ii) ordinary shares issuable upon the exercise or conversion of Equity Securities in existence as of the date of this Agreement;

(iii) ordinary shares issued or issuable in connection with any stock split or stock dividend of the Company;

(iv) ordinary shares issued or issuable pursuant to the bona fide acquisition of another Person by the Company by merger, purchase of substantially all of the assets of such Person, or exchange of shares or other transaction, in each case, approved by the Board of Directors; and

(v) Equity Securities of the Company issued to IFC pursuant to Section4.06 (*Additional Subscription Rights*).

Section 4.05.*Tag-Along Rights*. (a) Subject tothe requirements of Section 4.01 (*Ownership and Share Retention*)and the other requirements of Article IV hereof, if any Other Shareholder Party (each, a "**Selling Shareholder**") (or any group of Selling Shareholders together) proposes to Transfer any Shares or Other Equity Securities in the Company which it owns, directly or indirectly, to any other Person including, without limitation, to any Other Shareholder Party (a "**Buyer**") (other than by way of granting a security interest in or a Lien on such Equity Securities in the Company), IFC shall have the right to participate in such Transfer in accordance with this Section 4.05 (the "**Tag Along Right**").For the avoidance of doubt, the Selling Shareholders may only propose to Transfer such Shares or Other Equity Securities in the Company hereunder if, after giving effect to the proposed Transfer, the Sponsor shall continue to be in compliance with the requirements of Section 4.01(*Ownership and Share Retention*) (or IFC has provided a written waiver in respect thereof).The Selling Shareholders shall comply with the other requirements of Article IV, including, without limitation, Section 4.02 (*Restricted Transfers*) and Section 4.03 (*Accession Instrument*).

(b) Each Selling Shareholder which owns Shares or Other Equity Securities in the Company indirectly through one or more holding companies shall ensure that any disposal of any indirect interest in the Company is consummated as a Transfer of the Shares or Other Equity Securities in the Company, and not by a sale of any Shares or Other Equity Securities of any such

holding company or holding companies, so as to ensure that IFC will be able to exercise its Tag Along Rights hereunder.

(c) The Selling Shareholders shall promptly, but in any case not later than forty-five (45) days prior to the proposed date of closing of any Transfer described in Section 4.05(a), give notice (the "**Transfer Notice**") to IFC. The Transfer Notice shall describe in reasonable detail the proposed Transfer, including but not limited to the number and type of Shares or Other Equity Securities of the Company proposed to be purchased by the Buyer, the consideration proposed to be paid by the Buyer, other material terms and conditions proposed by the Buyer in respect of such Transfer, and the name and address of each proposed Buyer, accompanied, if available, by a draft share purchase agreement or other information reasonably requested by IFC. If IFC wishes to exercise its Tag Along Right, it shall give notice of the exercise (a "**Tag Notice**") to the Selling Shareholders within a period of thirty (30) days after IFC's receipt of the Transfer Notice (the "**Exercise Period**") setting forth the number of IFC Shares to be included inthe proposed Transfer(the maximum of such number of IFC Shares to be determined with reference to Section 4.05(d) below) (the "**Tagged Shares**"). For the avoidance of doubt, IFC shall not be obligated to pay any fees or deal expenses (whether of the Selling Shareholder(s), any other Person or otherwise) in connection with the exercise of its rights under this Section 4.05.

(d) Subject to Section 4.05(e) below, with respect to each proposed Transfer by a Selling Shareholder, IFC shall have the right to transfer a maximum number of Tagged Shares equal to the number (and if this is not a whole number, such number rounded to the nearest whole number) obtained by multiplying the number of the Equity Securities of the Company on a Fully-Diluted Basis proposed to be purchased by the Buyer from the Selling Shareholders by a fraction: (i) the numerator of which shall be the number of Equity Securities of the Company on a Fully-Diluted Basis held by IFC (as of the date of the Tag Notice); and (ii) the denominator of which shall be the aggregate number of Equity Securities of the Company on a Fully-Diluted Basis held by all the Selling Shareholders and IFC (as of the date of the Tag Notice). For avoidance of doubt, the number of shares to be Transferred by the Selling Shareholders to the Buyer in such transaction is reduced by the number of Tagged Shares in order to accommodate the Tagged Shares in the transaction.

(e) If the proposed Transfer by the Selling Shareholders would result (ignoring the effect of any reduction in the number of shares to be Transferred by the Selling Shareholders pursuant to Section 4.05(d) and Section 4.05(h)) in a change in the direct or indirect ownership of twenty-one per cent (21%) or more of the voting share capital of the Company or if following the proposed Transfer (including the Transfer of the maximum number of Tagged Shares permitted under Section 4.05(d)), the Equity Securities of the Company held by IFC would account for less than five per cent (5%) of the Equity Securities of the Company then outstanding on a Fully-Diluted Basis, the maximum number of Tagged Shares shall be all of the Equity Securities of the Company held by IFC.

(f) Upon receipt of the Tag Notice, the Selling Shareholders shall make all necessary arrangements with the Buyer in order that the Tagged Shares may be included in the relevant transaction and purchased by the Buyer onmaterially the same terms and conditions (including with respect to price) as the Selling Shareholders and as described in the Transfer Notice and at the same time as the sale of Shares or Other Equity Securitiesin the Company by such Selling Shareholders in the transaction.IFC shall not be required to make any representation or warranty to the Buyer, other than as to good title to the Tagged Shares, absence of Liens with respect to the Tagged Shares, customary representations and warranties concerning IFC's power and authority to undertake the proposed Transfer, and the validity and enforceability of IFC's obligations in connection with the proposed Transfer.If required under Applicable Law and/or the MIC, the Selling Shareholders and the Company shall, promptly upon receipt of the Tag Notice, jointly make any and all submissions and applications to the relevant Authorities and/or the Myanmar Investment Commission and/or the

relevant Authorities to obtain the relevant Authorizations for such Transfer of Shares or Other Equity Securities in the Company (in each case, on terms satisfactory to IFC).

(g) For the avoidance of doubt, IFC's Tag Along Right shall apply regardless of whether the Tagged Shares are of the same class or type of Equity Securities of the Company which the Selling Shareholder(s) propose to Transfer, provided that, to the extent such a difference in class or type exists, the consideration payable to IFC for the Tagged Shares shall be calculated as if all Equity Securities of the Company held by the applicable Selling Shareholders and IFC which will be subject to a Transfer under this Section 4.05 (assuming IFC exercises its tag-along rights in full) had been converted into ordinary shares of the Company on the date immediately prior to the date of the Tag Notice (to the extent not already in the form of ordinary shares of the Company) at the conversion price which would be applicable on such date had such conversion occurred on such date.

(h) The Selling Shareholders shall have a period of thirty (30) days from (1) the date of issuance of the relevant Authorizations and/or the approval of the MIC referred to in Section 4.05(f), or (2) if such Authorization or approval is not required, the expiration of the Exercise Period, in which to Transfer to the Buyer the Shares or Other Equity Securities originally proposed to be Transferred (less the number of Tagged Shares, if any), upon the terms and conditions (including with respect to price) specified in the Transfer Notice. If IFC has delivered a Tag Notice, the Selling Shareholders shall give IFC prior written notice of the closing date of the Transfer (the "**Closing Date**")at least ten (10) Business Days prior to Closing Date for the purchase by the Buyer of the Tagged Shares upon the terms and conditions (including with respect to price) as specified in the Transfer Noticeand at the same time as the Selling Shareholders. If the Selling Shareholders do not complete the Transfer within such thirty (30) day period, any proposed subsequent Transfer by them of some or all of the Shares or Other Equity Securities originally proposed to be Transferred shall again be subject to the provisions of this Section 4.05.

(i) The Selling Shareholders agree that they shall not Transfer any of their Sharesor Other Equity Securities in the Company to a Buyer unless, at the same time, the Buyer purchases all of the Tagged Shares from IFC as specified in Section 4.05(f).

Section 4.06.*Additional Subscription Rights*(A) Phase 2(a) Without prejudice to any other rights that IFC has under this Agreement or Applicable Law, at or around the time of the commencement of Phase 2, and anytime thereafter, IFC shall have the right (exercisable in its sole discretion including through its Affiliates) to make additional investments in the Company by subscribing to Shares or Other Equity Securities of the Company in one or more tranches as is indicated by IFC, such that IFCcontinues to hold up to thirty percent (30%) of the total paid-up share capital of the Company on a Fully-Diluted Basis at all times.

(b) IFC may exercise its right under Section 4.06(A)(a) by delivering a written notice to the Company and the Other Shareholder Parties indicating its intention to make further investment(s) in the Company, which notice shall specify the amount to be invested by IFC, the Equity Securities which will be subscribed by IFC and the date on which the subscription shall be made by IFC and the Equity Securities to be issued and allotted by the Company ("**Exercise Notice**"). Such additional investment(s) shall be made by IFC on terms and conditions similar to those applicable to the subscription of the IFC Shares under the Subscription Agreement. The Company and the Other Shareholder Parties shall take all actions and provide all assistance as are required to ensure that the Equity Securities of the Company specified in the Exercise Notice are issued and allotted to IFC in accordance with this Section 4.06.

(B) Development on Site B. If IFC agrees that Phase 2 will not be developed on Site B, and the Sponsor decides to develop Site B ("**Site B Development**"), IFC shall have the right at any time (exercisable in its sole discretion including through its Affiliates) to make investments in such

development by subscribing to Shares or Other Equity Securities of the special purpose company set up to carry out the Site B Development (or by any other vehicle), constituting up to thirty percent (30%) of the total paid-up share capital of such special purpose company or of the interests in any other vehicle,on a Fully-Diluted Basis. Such investment(s) shall be made by IFC based on the valuation of Site B as conducted by the Sponsor as at October14, 2015 and accepted by IFC. The Sponsor hereby agrees that the other terms and conditions of such investmentby IFC shall be substantially the same as the terms and conditions applicable to the Sponsor or its Affiliate for the Site B Development. In this connection, IFC shall also have the right at any time to request for, and the Sponsor shall provide to IFC upon request, all information, data and documents in connection with the Site B Development or any aspect thereof.Without prejudice to IFC's right to request for information, the Sponsor shall notify IFC within thirty (30) days of any decision made with respect to Site B Development.

(C) MIP Project.IFC shall have the right at any time (exercisable in its sole discretion including through its Affiliates) to make investments in the MIP Project by subscribing to Shares or Other Equity Securities of the special purpose company set up to carry out the MIP Project (or by any other vehicle), constituting up to twenty percent (20%) of the total paid-up share capital of such special purpose company or of the interests in any other vehicle, on a Fully-Diluted Basis. Such investment(s) shall be made by IFC on terms and conditions to be negotiated and agreed with the Sponsor.In this connection, IFC shall also have the right at any time to request for, and the Sponsor shall provide to IFC upon request, all information, data and documents in connection with the MIP Project or any aspect thereof.Without prejudice to IFC's right to request for information, the Sponsor shall notify IFC within thirty (30) days of any material decision made with respect to the MIP Project.

Section 4.07.*Right to Lend.*IFC shall have the right toprovide a portion of the Long-Term Financing and other financing to the Company and/or the Key Subsidiaries so long as the IFC offer is on substantially comparable or better financial terms to other financing options available to the Company and/or the Key Subsidiaries. In assessing the financial terms of the Company's and/or the Key Subsidiaries financing options, the Project Development Committee will take into account for each such option (i) the nature of the financing instrument being proposed, (ii) the all-in-cost of the financing and other financing and grant money mobilized by IFC, (iii) the proposed maturity and (iv) the required security package, if any.

Section 4.08.*Change of Control*. (a) If there is a change of the Person that has ultimate Control of the Sponsor, IFC may elect to Transfer its Equity Securities in the Company to the Sponsor in accordance with this Section 4.08.

(b) The Sponsor will promptly, but in any case not later than fifteen (15) days following the change of Control, give notice to IFC describing the consideration paid and the value (the "**Attributed Value**") that was attributed to each Equity Securities in the Company held by the Sponsor in the consideration (the "**Applicable Consideration**") that was paid by the transferee of the shares in the Sponsor (the " **Sponsor's Shares**") which resulted in a loss of Control over the Sponsor. Within thirty (30) days of receipt of such notice, IFC may give a notice to the Sponsor (the "**First Sale Notice**") specifying: (i) whether it accepts that the Attributed Value represents a fair valuation of the portion of the Applicable Consideration that is attributable to each of the Sponsor's Equity Securities; and (ii) if it accepts the Attributed Value, the number of Equity Securities of the Company that IFC wants to Transfer to the Sponsor.

(c) If IFC does not agree with the Attributed Value, IFC shall be entitled to appoint a qualified person from a reputable independent firm of auditors (the "**Expert**") to determine what constitutes the fair value of each Equity Security in the Company held by the Sponsor based on: (i) the Applicable Consideration; and (ii) in the alternative, the actual fair market value of the Equity Securities in the Company (the higher of the value obtained under (i) and (ii) being the "**Fair Value**").

The Expert shall act as an expert and not as an arbitrator. Absent manifest error, the Expert's decision shall be final and binding. The Expert's fees shall be borne by the Company. IFC, the Sponsor and the Company shall give the Expert such information as the Expert reasonably requests to enable it to determine the Fair Value.

(d) Within thirty (30) days of the Expert delivering its determination, IFC may give a notice to the Sponsor (the "**Second Sale Notice**") specifying the number of Equity Securities of the Company that IFC wants to Transfer to the Sponsor.

(e) If required under Applicable Law and/or by the MIC, the Sponsor and the Company shall, promptly after the delivery by IFC of the First Sale Notice or if applicable, the Second Sale Notice, jointly make any and all submissions and applications to the MIC and/or the relevant Authorities to obtain the relevant Authorizations for such transfer of Equity Securities by IFC (in each case, on terms satisfactory to IFC).

(f) On the fifteenth (15^{th}) Business Day after (1) the date of issuance of the relevant Authorizations and/or approval of the MIC referred to in Section 4.08(e), or (2) if such Authorization or approval is not required, the later of the delivery of the First Sale Notice or, if applicable, the Second Sale Notice (the "**Settlement Date**"):

(i) the Sponsor shall pay to IFC in Dollars in immediately available funds an amount equal to the Attributed Value (in the case of the First Sale Notice) and the Fair Value (in the case of the Second Sale Notice) multiplied by the number of shares of the Company that IFC has notified it wants to transfer (the "**Applicable IFC Shares**") at a bank account designated by IFC, without deduction whatsoever for any fees, taxes, duties, costs or other charges howsoever called; and

(ii) IFC shall, after receipt of such funds, transfer to the Sponsor free of all Liens or other encumbrances or rights of third parties, the certificates, if any, evidencing title to the Applicable IFC Shares together with such instruments of transfer, if any, as required by the laws of the Country to effect the transfer.

(g) The provisions of this Section 4.08 shall automatically terminate on the Liquidity Date.

Section 4.09.*Listing Rights*. (a) If a Listing is proposed, the Company and the Shareholder Parties shall: (i) ensure that the IFC Shares are included in the Listing such that the IFC Shares will be freely tradable by IFC immediately following the Listing; (ii) subject to Applicable Law (including the laws of the Country), ensure that the IFC Shares are excluded from any mandatory lock-up period; and (iii) keep IFC fully informed of all material activities undertaken in connection with the Listing.

(b) Requiring a Listing. If a Listing on a Relevant Market meeting the criteria set forth in Section 4.09(a) (*Listing Rights*) has not been achieved by 31 December 2021, IFC shall have the right to require the Company to complete such a Listing of the shares of the Company (including the IFC Shares or shares into which all of the IFC Shares are then freely convertible) on a Relevant Market. Upon receipt of a written notice from IFC, the Company shall use its best efforts to: (i) complete a Listing within one hundred and eighty (180) days of IFC’s request such that the IFC Shares will be freely tradable by IFC on the Relevant Market immediately following the Listing;and (ii)shall keep IFC fully informed of all material activities undertaken in connection with the Listing.

(c) Right to Offer Shares for Sale. If the Company or any Other Shareholder Parties proposes to undertake an Offering (including any Offering which is being offered as part of a Listing

or after a Listing), it shall give prompt notice to IFC of its intention to do so, specifying the material terms of such Offering. Within thirty (30) days after receipt of that notice, IFC may deliver a notice to the Company or such Other Shareholder Parties, as applicable, requiring it to use its best efforts to include in such Offering such IFC Shares as IFC may specify.

(d) Costs. The Company shall pay all reasonable out-of-pocket expenses and fees incurred by IFC in connection with any Listing or Offering, including, but not limited to, ensuring that the IFC Shares are included in the Listing or Offering, as contemplated by Section 4.09(a).

(e) Indemnification. To the extent permitted by law, the Company shall indemnify and hold harmless IFC, and each of its officers, directors, employees and consultants, and legal advisers, from and against any loss, claim or liability (and any actions, proceedings or settlements in respect thereof) arising out of or based on: (i) any untrue statement of a material fact contained in any prospectus, offering circular, or other offering document relating to any Listing or Offering; (ii) any failure to state therein a material fact necessary to make the statements therein not misleading; and (iii) any violation of Applicable Law (including but not limited to, securities laws and exchange requirements applicable to any Listing or Offering); provided, that the Company shall not be liable under this Section 4.09 to the extent that any such loss, claim or liability is directly based on any written statement furnished by IFC to the Company expressly for inclusion in the relevant offering document.

Section 4.10.*Free Transferability of IFC Shares.* Except as otherwise set forth in this Agreement, the IFC Shares shall be freely transferable and tradable.At IFC's request, the Company shall provide to a potential purchaser of the IFC Shares such information about the Company as IFC may reasonably request, subject to Applicable Law, including reasonable access to the Company's management, staff and Directors as necessary or desirable for the Transfer of the IFC Shares.

Section 4.11.*IFC Not a Sponsor.*The Sponsor, the Other Shareholder Parties, the Company and IFC agree that IFC is not and shall not be deemed to be a promoter of the Company for the purpose of any offering of Equity Securities by the Company, and the Equity Securities held by IFC at any time shall not be subject to any statutory or regulatory moratorium imposed in connection with such Company offering.

Section 4.12.*Development Fees.* In recognition of the significant contribution by IFC toward the Company and Company Operations, IFC shall have the right to participate in any development/goodwill fee approved by the lenders financing the Company and/or the Company Operations, in a percentage equal to IFC's percentage ownership of the Company, calculated on a Fully-Diluted Basis, immediately prior to the consummation of such financing.

Section 4.13.*Exclusivity.*The Sponsor and each Other Shareholder Party shall, and shall ensure that each of its Affiliates or assignees shall, work exclusively with IFC with respect to the Projectand any development on Site A and Site B in good faith and in accordance with the terms of the Transaction Documents, provided that this Section 4.13 shall not extend to any activities, transactions, relationships or work by or among the Parties other than with respect to the Project and any development on Site A and Site B and the transactions contemplated hereby and thereby. For the avoidance of doubt, the Sponsor, the Other Shareholder Parties and the Company agree that IFC may invest in other projects (including port development projects) in the Country.

ARTICLE V

Term of Agreement

Section 5.01. *Term of Agreement*. Except as otherwise expressly set forth herein, this Agreement shall become effective as of the date on which IFC first subscribes for the IFC Shares and shall continue in force until such time as IFC no longer holds any IFC Shares; provided, however, that

(a) the provisions of Section 2.03(a) and 2.03(b) (*Board Composition*), Section 2.04(*Removal/Resignation of Directors*), Section 2.09(*IFC Consent Rights*), Section 2.10(*Shareholder Consent Rights*),Section 2.12(*Voting by Directors; Conflicts of Interest, Related Parties, Etc.*), Section 3.03 (*IFC Policy Covenants*), Section 3.04 (*Other Affirmative Covenants*), Section 3.05 (*Issuance of Share Capital*), Section 4.01 (*Ownership and Share Retention*), Section 4.02 (*Restricted Transfers*), Section 4.04 (*Preemptive Right*), Section 4.05 (*Tag-Along Rights*), Section 4.06 (*Additional Subscription Rights*), Section 4.07 (*Right to Lend*),Section 4.08 (*Change of Control*), Section 4.09 (*Listing Rights*), Section 4.10(*Free Transferability of IFC Shares)*, Section 4.11 (*IFC not a Sponsor*), Section 4.12 (*Development Fees*)and Section 8.07 (*Successors and Assigns*) shall survive any such termination in favor of any Transferee of IFC Shares to which IFC's assigns or transfers such rights pursuant to Section 8.07 (*Successors and Assigns*);

(b) the provisions of Article I (*Definitions and Interpretation*), Section 8.01 (*Notices*), Section 8.03 (*English Language*), Section 8.04 (*Applicable Law and Arbitration*), Section 8.06 (*Announcements/Confidentiality*), Section 8.10 (*Costs, Expenses and Third Party Claims*), and Section 8.11 (*Indemnity*) shall survive such termination; and

(c) the termination of this Agreement or cessation of effectiveness with respect to any Shareholder Party shall be without prejudice to any Person's accrued rights and obligations at the date of its termination and any legal or equitable remedies of any kind which may accrue in connection therewith.

ARTICLE VI

Representations and Warranties

Section 6.01. *Representations and Warranties.*. Each of the Sponsors, the Other Shareholder Parties and the Company hereby represents and warrants to IFC with respect to itself , the Company and the Key Subsidiaries that each of the following statements:(i) is true, accurate and not misleading as of the date of this Agreement; and (ii) will remain true, accurate and not misleading immediately prior to each IFC Subscription.

(a) Organization and Authority. It is a legal entity duly organized and validly existing under the laws of its place of incorporation and has the corporate power and authority to enter into , deliver and perform its obligations under this Agreement and each of the other Transaction Documents to which it is a party;

(b) Validity. This Agreement and each of the other Transaction Documents to which it is a party has been duly authorized and executed by it and constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

(c) No Conflict. The execution, delivery and performance of this Agreement and each of the other Transaction Documents to which it is a partywill not contravene: (i) any law, regulation, order,

decree or Authorization applicable to it: (ii) any provision of its constitutional documents; or (iii) any contractual restriction binding on or affecting it or any of its assets; and

(d) Status of Authorizations. All Authorizations required for the execution and delivery of this Agreement and each of the other Transaction Documents to which it is a party and the performance of its obligations hereunder have been obtained and are in full force and effect.

(e) No Immunity. Neither the Company, the Sponsor nor each of the Other Shareholder Parties nor any of their respective properties enjoy any right of immunity from set-off, suit or execution with respect to their respective obligations under any Transaction Document.

(f) Taxes. All tax returns and reports of it, the Company and each of its Key Subsidiaries required by law to be filed have been duly filed and all Taxes, obligations, fees and other governmental charges upon it, the Company, each of the Company's Key Subsidiaries or any of their respective properties, or its income or assets, which are due and payable or to be withheld, have been paid or withheld, other than those presently payable without penalty or interest.

(g) Compliance with Law. Each of it, the Company and each of its Key Subsidiaries are in compliance with all applicable laws (whether civil, criminal, corporate or administrative), statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, circulars, codes, orders, notices, demands, decrees, injunctions, guidance, judgments or resolutions of any Authority including, without limitation, all Applicable E&S Laws.

(h) Sanctionable Practices. None of it, the Company, any of the Key Subsidiaries, the Sponsor, nor any of their Affiliates, nor any Person acting on its or their behalf, has committed or engaged in, with respect to any transaction contemplated by this Agreement, any Sanctionable Practice.

(i) UN Security Council Resolutions. None of it, the Company, any of the Key Subsidiaries, the Sponsor nor any Person acting on its or their behalf, has entered into any transaction or engaged in any activity prohibited by any resolution issued by the United Nations Security Council under Chapter VII of the UN Charter.

(j) Criminal Offenses. None of it, the Company,any of the Key Subsidiaries, the Sponsor nor any Person acting on its or their behalf whose acts could incur its, the Company's or any Key Subsidiary's or the Sponsor's vicarious liability has carried out any actions or made any omissions which could result in it, the Company, any Key Subsidiary or the Sponsor incurring criminal sanctions.

(k) Restrictions on Business Activities. There is no agreement, judgment, injunction, order, decree, proceeding or ongoing investigation imposing any penalty on the Company nor any of its Key Subsidiaries or, which has or could reasonably be expected to have the effect of prohibiting or impairing in any material respect any of its current or future business practices, its acquisition of property or the conduct of its business as it is currently conducted or as proposed to be conducted.

(l) Title to and Condition of Property. The Company and each of its Key Subsidiaries have: (i) good and marketable title free and clear of all Liens to all of the property and assets, movable and immovable, reflected in the Company's most recent balance sheet included in the consolidated financial statements (except assets sold or otherwise disposed of since such date in the ordinary course of business); and (ii) with respect to leased properties and assets, valid leasehold interests therein free and clear of all Liens. The plant, property and equipment of the Company and each of its Key Subsidiaries that are used in the Company Operations are in good operating condition and repair, subject to normal wear and tear not caused by neglect, and are adequate and suitable for the purposes

for which they are currently being used. All properties used in the Company Operations are reflected in the Company's most recent balance sheet included in the consolidated financial statements to the extent the Accounting Standards require the same to be reflected.

(m) Books and Records. The books and records of the Company, including, without limitation, its stock record books and minute books, are complete and correct in all material respects and accurately and fairly reflect all meetings and other corporate actions of the Company's shareholders and its board of directors and committees and all material information relating to its business, the nature, acquisition, maintenance, location and character of its assets, and the nature of all transactions giving rise to its obligations or accounts receivable.

Section 6.02. *IFC Representations and Warranties.* IFC hereby represents and warrants that each of the below statements is true, accurate and not misleading at the date of this Agreement:

(a) Organization and Authority. It is an international organization established by Articles of Agreement among its member countries and has the power and authority to enter into, deliver and perform its obligations under this Agreement;

(b) Validity. This Agreement and each of the other Transaction Documents to which it is a party has been duly authorized and executed by it and constitutes its valid and legally binding obligation and enforceable in accordance with its terms;

(c) No Conflict. The execution, delivery and performance of this Agreement will not contravene any law, regulation, order, decree or Authorization applicable to it or any provision of the Articles of Agreement establishing IFC; and

(d) Status of Authorizations. It has taken all appropriate and necessary action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

Section 6.03. *IFC Reliance*. (a) Each of the Sponsor, the Other Shareholder Parties and the Company acknowledges that it has made the representations and warranties in Section 6.01 (*Representations and Warranties*), with the intention of inducing IFC to enter into this Agreement and each of the other Transaction Documents to which it is a partyand to make each IFC Subscription and that IFC has entered into this Agreement and each of the other Transaction Documents to which it is a party and made the IFC Subscription on the basis of and in full reliance on such representations and warranties.

(b) Each of the representations and warranties is to be construed independently and (except where this Agreement provides otherwise) is not limited by any provision of this Agreement or another representation and/or warranty.

(c) A reference to any facts and circumstances being furnished or disclosed to IFC shall be deemed to be a reference to them being fully, fairly, specifically and accurately disclosed in such a manner that:

(i) the significance of the information disclosed and its relevance to a particular representation and/or warranty shall be highlighted by the Company in a manner reasonably expected to be understandable by IFC, taking into account the paragraphs or subject matters in relation to which the information was disclosed;

(ii) there is not omitted from the information disclosed any information which would have the effect of rendering the information so disclosed misleading in any respect; and

(ii) where applicable, the matter disclosed is reasonably apparent from the terms of the document;

and nothing disclosed by the Company to IFC other in accordance with the provisions of this Section 6.03 shall constitute disclosure to IFC for the purposes of this Agreement.

Section 6.04. *Survival of Representations and Warranties*. The representations and warranties set forth in this Article VI or made in writing by or on behalf of the Company and the Sponsor in connection with the transactions contemplated by this Agreement shall continue in full force and effect and survive each IFC Subscription.

Section 6.05. *Indemnity*. Each of the Company and the Sponsor hereby agrees that it shall indemnify, defend and hold harmless IFC from, against and in respect of any damages, losses, charges, liabilities, claims, demands, actions, suits, proceedings, payments, judgments, settlements, assessments, deficiencies, interest and costs and expenses (including reasonable attorneys' fees) imposed on, sustained, incurred or suffered by, or asserted against, IFC (whether in respect of third party claims, claims between the parties hereto, or otherwise) directly or indirectly relating to or arising out of any breach by the Company or the Sponsor, as the case may be of any respective representation or warranty made by it in this Agreement.

ARTICLE VII

Compliance by the Company

Section 7.01. *Compliance by the Company*. Each of the Sponsor, the Other Shareholder Partiesand the Companyshall exercise all such rights and powers as are available to it to take, or cause to be taken, such actions, and do, perform, execute and deliver, or cause to be done, performed, executed and delivered, all acts, deeds and documents necessary, proper or advisable to ensure compliance with and to fully and effectually implement the provisions of this Agreement and the other Transaction Documents, as promptly as reasonably possible, including for the purpose of any and all submissions or applications to the MIC and/or the relevant Authorities for any relevant Authorizations required in connection with any matter under the Transaction Documents, including in relation to Section 4.04(d) (*Preemptive Right*), Section 4.05(f) (*Tag-Along Rights*) and Section 4.08(e) (*Change of Control*). Without limiting the generality of the foregoing, each Other Shareholder Party shall exercise all such rights and powers as are available to it to cause the Company and its Subsidiaries to take all actions required to be taken by them hereunder.

Section 7.02. *Waiver of Conflict*.The Company, the Sponsor and the Other Shareholder Parties acknowledge and agree that (i) IFC (whether doing business as IFC InfraVentures or otherwise) may in the future provide long-term financing to the Project, and (ii) IFC (whether doing business as IFC InfraVentures or otherwise) and other members of the World Bank Group currently provide or may in the future provide advice to the central or regional government of the Country or any Authority,which may have direct or indirect effects on the Project.In this regard, the Company, the Sponsor and the Other Shareholder Parties hereby expressly waive any perceived or actual conflict of interest of IFC presented by such circumstances in paragraphs (i) and (ii) aboveand any claims and liabilities of IFC arising therefrom. The Company, the Sponsor and the Other Shareholder Partiesfurther state and confirm that they have no objections whatsoever to IFC (whether doing

business as IFC InfraVentures or otherwise) undertaking or engaging in any of the above mentioned activities, and that IFC shall in no manner be restricted to undertake or engage in such activities in paragraphs (i) and (ii) above due to IFC entering into the Transaction Documents (and undertaking the transactions contemplated therein) and/or making investments in the Company.

ARTICLE VIII

Miscellaneous

Section 8.01. *Notices*. (a) Any notice, request or other communication to be given or made under this Agreement shall be in writing. Subject to Section 8.04(*Applicable Law and Arbitration*), any such communication shall be delivered by hand, airmail, established courier service or facsimile to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party has from time to time designated by written notice to the other party hereto, and shall be effective upon the earlier of (a) actual receiptand (b) deemed receipt under Section 8.01(b) below.[1]

For the Company:

MSMP Intenational CO., LTD.
No. 514/8, 26th Street, Between 59th and 60th Street,
Aung Myae Thar Zan Township,
Mandalay, Myanmar
Facsimile: _________________
Attention: -----------------, Director

For Sponsor:

Mandalay Myotha Industrial Development Public Co., Ltd.
No. 514/8, 26th Street, Between 59th and 60th Street,
Aung Myae Thar Zan Township,
Mandalay, Myanmar
Facsimile: +95 0273088
Attention: -------------------, Director

For IFC:

International Finance Corporation
2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433
United States of America
Facsimile: +1 (202) ____________
Attention: Director, ___________________ Department

[1]*Note to parties: Please confirm details.*

With a copy (in the case of communications relating to payments) sent to the attention of the Director, Department of Financial Operations at:

Facsimile: +1 (202) 522-3064

(b) Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Section 8.01 is deemed given if: (i) delivered by hand, when left at the address referred to in Section 8.01(a); (ii) sent by airmail or established courier services within a country, three (3) Business Days after posting it; (iii) sent by airmail or established courier service between two countries, six (6) Business Days after posting it; and (iv) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine.

Section 8.02. *Saving of Rights*. (a) The rights and remedies of IFC in relation to any misrepresentation or breach of warranty on the part of any of the Relevant Parties shall not be prejudiced by any investigation by or on behalf of IFC into the affairs of any of the Relevant Parties, by the execution or the performance of this Agreement or by any other act or thing by or on behalf of IFC which might prejudice such rights or remedies.

(b) No course of dealing and no failure or delay by IFC in exercising any power, remedy, discretion, authority or other right under this Agreement or any other agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

Section 8.03. *English Language*. All documents to be provided or communications to be given or made under this Agreement shall be in English and, where the original version of any such document or communication is not in English, shall be accompanied by an English translation certified by notary public to be a true and correct translation of the original. IFC may, if it so requires, obtain an English translation of any document or communication received in any other language at the cost and expense of the Company. In either case, IFC may deem any such translation to be the governing version.

Section 8.04. *Applicable Law and Arbitration*.(a) This Agreement is governed by, and construed in accordance with, the laws of The Union of the Republic of Myanmar

(b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the Myanmar Arbitration Council in force at that time (the "**SIAC Rules**"), which are deemed to be incorporated by reference into this Section 8.04.

(c) There shall be 1 (one) arbitrator, who shall be nominated by agreement of the parties within thirty (30) days of receipt of the request for arbitration by the respondent(s). If the sole arbitrator is not nominated within this time period, the SIAC shall make the appointment.

(d) The place of arbitration shall be Myanmar .

(e) The language of arbitration shall be English.

(f) Notwithstanding the provisions of this Section, the arbitral tribunal shall not be authorized to take or provide, and the Company shall not be authorized to seek from any judicial authority, any interim measures of protection or pre-award relief against IFC, any provisions of the Myanmar Arbitration Council Rules notwithstanding. Subject to the Applicable Law, IFC may

approach any Authority (including any judicial authority) for seeking any interim measures against the Company, on equitable grounds or otherwise.

(g) The Parties acknowledge and agree that no provision of this Agreement or of the Myanmar Arbitration Council Rules, nor the submission to arbitration by IFC, in any way constitutes or implies a waiver, termination or modification by IFC of any privilege, immunity or exemption of IFC granted in the Articles of Agreement establishing IFC, international conventions or the Applicable Law.

(h) The provisions of this Section 8.04 shall survive the termination of this Agreement for any reason whatsoever.

Section 8.05. *Immunity*. To the extent any Relevant Party may be entitled in any jurisdiction to claim for itself or its assets immunity in respect of its obligations under this Agreement or any other Transaction Document from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process or to the extent that in any jurisdiction that immunity (whether or not claimed) may be attributed to it or its assets, such Relevant Party irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted now or in the future by the laws of such jurisdiction.

Section 8.06. *Announcements/Confidentiality*.(a) None of the Relevant Parties may represent IFC's views on any matter, or use IFC's name in any written material provided to third parties, without IFC's prior written consent.

(b) No Relevant Party shall:

(i) disclose any information either in writing or orally to any Person which is not a party to this Agreement; or

(ii) make or issue a public announcement, communication or circular,

about the IFC Subscription or the subject matter of, or the transactions referred to in, this Agreement or any other Transaction Document, including by way of press release, promotional and publicity materials, posting of information on websites, granting of interviews or other communications with the press, or otherwise, other than: (A) to such of its officers, employees and advisers as reasonably require such information in connection with IFC Subscription or to comply with the terms of this Agreement or any other Transaction Document; (B) to the extent required by law or regulation (including the rules of any stock exchange on which such Relevant Party shares are listed); (C) to the extent required for it to enforce its rights under this Agreement; and (D) with the prior written consent of IFC. Before any information is disclosed or any public announcement, communication or circulation made or issued pursuant to this Section 8.06(b), such Relevant Party must consult with IFC in advance about the timing, manner and content of the disclosure, announcement, communication or circulation (as the case may be).

(c) Each Relevant Party shall expressly inform any Person to whom it discloses any information under Section 8.06(b) of the restrictions set out in Section 8.06(b) with regards disclosure of such information and shall procure their compliance with the terms of this Section 8.06 as if they each were party to this Agreement as such Relevant Party and such Relevant Party shall be responsible for any breach by any such Person of the provisions of this Section 8.06.

Section 8.07. *Successors and Assigns*. This Agreement binds and benefits the respective successors and assignees of the parties. However, none of the Sponsor, the Other Shareholder Parties or the Company may assign, transfer or delegate any of its rights or obligations under this Agreement unless: (a) IFC gives its prior written consent and the assignee or delegatee executes an Accession Instrument; and in addition (b) in the case of an assignment by the Sponsor or any Other Shareholder Parties: (i) such Other Shareholder Party proposes to assign or delegate such rights or obligations in connection with a Transfer of its Sharesor Other Equity Securities in accordance with the terms of this Agreement; and (ii) any such Transfer is made in full compliance with Applicable Law. For the avoidance of doubt, the Sponsor and any Other Shareholder Party shall be deemed to be party to this Agreementuntil it has transferred all of its SharesorOther Equity Securities in the Company in accordance with the terms set forth in this Agreement, and after such Transfer, it shall continue to have those rights and obligations which may have accrued prior to such Transfer.IFC may assign its rights under this Agreement to one or more Transferees in connection with the Transfer of the IFC Shares in accordance with the terms of this Agreement; provided that such assignment will not increase the number of Directors that IFC (or its Transferee(s)) is entitled to nominate under Section 2.03(*Board Composition*)

Section 8.08. *Amendments, Waivers and Consents*. Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by all of the parties hereto.

Section 8.09. *Counterparts*. This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute one and the same agreement.

Section 8.10. *Costs, Expenses and Third Party Claims* . The Company, the Sponsor and each Other Shareholder Party shall (1) pay to IFC or as IFC may direct the costs and expenses incurred by IFC in relation to efforts to enforce or protect its rights under this Agreement, or the exercise of its rights or powers consequent upon or arising out of any breach of this Agreement, including legal and other professional consultants' fees on a full indemnity basis and (2) shall indemnify, defend and hold harmless IFC and its Affiliates from, against and in respect of any damages, losses, charges, liabilities, claims, payments, judgments, settlements, assessments, and costs and expenses (including attorneys' fees, charges and disbursements) imposed on, sustained, incurred or suffered by, or asserted against IFC or its Affiliates arising out of, in connection with, or related toany actual or prospective third party claim, litigation, investigation or proceeding relating to (a) any breach by the Company or the Sponsor or any Other Shareholder Party of any of its obligations under the Transaction Documents or (b) the gross negligence, willful misconduct or fraudulent acts of the Company or the Sponsor or its directors, officers or employees in connection with any transaction contemplated thereby.

Section 8.11. *Indemnity*. The Company and the Sponsor and each Other Shareholder Party shall indemnify, defend and hold harmless IFC and its officers, directors, employees, agents, representatives and Affiliates (each, an "**Indemnitee**") from, against and in respect of any damages, losses, charges, liabilities, claims, demands, actions, suits, proceedings, payments, judgments, settlements, assessments, deficiencies, interest and costs and expenses (including attorneys' fees, charges and disbursements) imposed on, sustained, incurred or suffered by, or asserted against any Indemnitee arising out of, in connection with, or related to: (i) any failure by the Company or the Sponsor or any Other Shareholder Party to perform any of its obligations under the Transaction Documents or the gross negligence, willful misconduct or fraudulent acts of the Company or the Sponsor or its directors, officers or employees in connection with any transaction contemplated thereby or (ii) any actual or prospective third party claim, litigation, investigation or proceeding relating to the execution, delivery or performance of any Transaction Document or any other agreement or instrument contemplated thereby or the consummation of the IFC Subscriptionor any other transaction contemplated hereby, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is party thereto; provided that such indemnity will not be

available to any Indemnitee to the extent that such losses, claims, damages, liabilities or expenses resulted directly from such Indemnitee's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

Section 8.12. *Addition of Parties*. From time to time, and in accordance with the terms of this Agreement, one or more Shareholder Parties may be added to this Agreement as a Sponsor or Other Shareholder Party by their execution and delivery of an Accession Instrument. For the avoidance of doubt, this Agreement shall be binding on such parties upon their execution of an Accession Agreement.

Section 8.13. *Entire Agreement*. This Agreement, together with the other Transaction Documents, supersedes all prior discussions, memoranda of understanding, agreements and arrangements (whether written or oral, including all correspondence), if any, between the parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications and the other Transaction Documents) contains the sole and entire agreement between the parties with respect to the subject matter of this Agreement.

Section 8.14. *Invalid Provisions*. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law from time to time: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

(*Signature Pages Follow)*

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

MSMP INTERNATIONAL CO., LTD.

By: ____

Name:

Title:

Witnessed by:

____

Name:

Identification/Passport No:

Designation:

MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD.

By: ____

Name:

Title:

Witnessed by:

____

Name:

Identification/Passport No:

Designation:

INTERNATIONAL FINANCE CORPORATION

By: ____

Name:

Title:

Witnessed by:

____

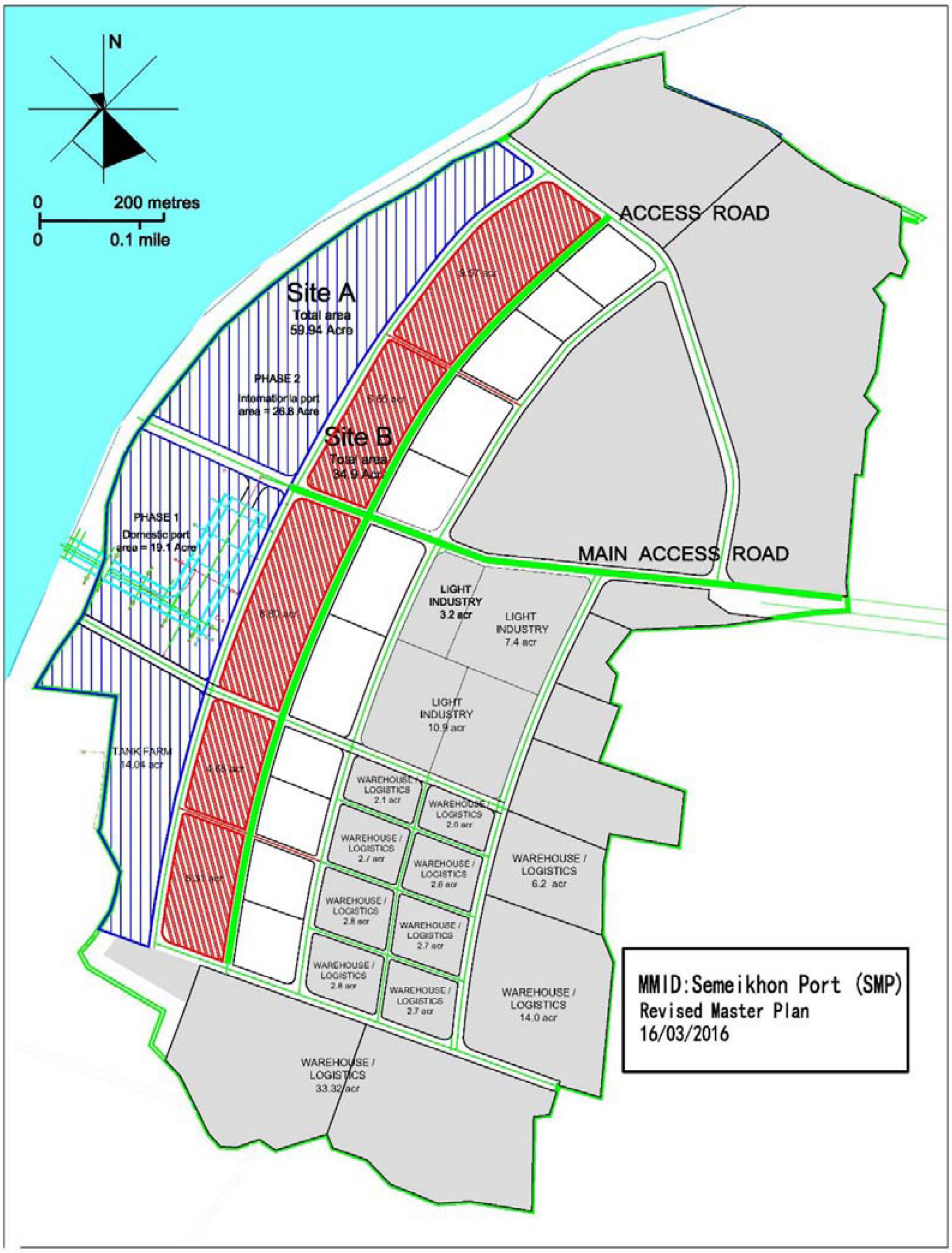
Name:

Identification/Passport No:

Designation:

ANNEX A

PROJECT DESCRIPTION



"**Phase 1**"means, in respect of the Project, the developmentand operation of the general cargo terminal on the part of the site marked "Domestic Port" in Site A with one floating berth, barges and cranes at a capacity of no less than 200,000 tons or 20,000 TEUs (Twenty Foot Equivalent Units), whichever is the earlier to be achieved.

"**Phase 2**" means, in respect of the Project, the expansion and operation of Phase 1 at a capacity beyond the initial 200,000 tons or 20,000 TEUs (as the case may be) on Site A and/or Site B (as may be agreed between the Sponsor and IFC).

"**Site A**" means the site marked "Site A" in the map attached above with a total area of 59.94acresedged in blue and shaded in blue downward diagonal lines.

"**Site B**" means the site marked "Site B" identified in the map attached above with a total area of 34.98 acres,edged in red, shaded in red double downward diagonal lines and demarcated by the road marked "Access Road".

ANNEX B

ANTI-CORRUPTION GUIDELINES FOR IFC TRANSACTIONS

The purpose of these Guidelines is to clarify the meaning of the terms "Corrupt Practice", "Fraudulent Practice", "Coercive Practice", "Collusive Practice" and "Obstructive Practice" in the context of IFC operations.

1. CORRUPT PRACTICES

A "Corrupt Practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

INTERPRETATION

A. Corrupt practices are understood as kickbacks and bribery. The conduct in question must involve the use of improper means (such as bribery) to violate or derogate a duty owed by the recipient in order for the payor to obtain an undue advantage or to avoid an obligation. Antitrust, securities and other violations of law that are not of this nature are excluded from the definition of corrupt practices.

B. It is acknowledged that foreign investment agreements, concessions and other types of contracts commonly require investors to make contributions for bona fide social development purposes or to provide funding for infrastructure unrelated to the project. Similarly, investors are often required or expected to make contributions to bona fide local charities. These practices are not viewed as Corrupt Practices for purposes of these definitions, so long as they are permitted under local law and fully disclosed in the payor's books and records. Similarly, an investor will not be held liable for corrupt or fraudulent practices committed by entities that administer bona fide social development funds or charitable contributions.

C. In the context of conduct between private parties, the offering, giving, receiving or soliciting of corporate hospitality and gifts that are customary by internationally-accepted industry standards shall not constitute corrupt practices unless the action violates Applicable Law.

D. Payment by private sector persons of the reasonable travel and entertainment expenses of public officials that are consistent with existing practice under relevant law and international conventions will not be viewed as Corrupt Practices.

E. The World Bank Group does not condone facilitation payments. For the purposes of implementation, the interpretation of "Corrupt Practices" relating to facilitation payments will take into account relevant law and international conventions pertaining to corruption.

2. FRAUDULENT PRACTICES

A "Fraudulent Practice" is any action or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

INTERPRETATION

A. An action, omission, or misrepresentation will be regarded as made recklessly if it is made with reckless indifference as to whether it is true or false. Mere inaccuracy in such information, committed through simple negligence, is not enough to constitute a "Fraudulent Practice" for purposes of this Agreement.

B. Fraudulent Practices are intended to cover actions or omissions that are directed to or against a World Bank Group entity. It also covers Fraudulent Practices directed to or against a World Bank Group member country in connection with the award or implementation of a government contract or concession in a project financed by the World Bank Group. Frauds on otherthird parties are not condoned but are not specifically sanctioned in IFC, MIGA, or PRG operations. Similarly, other illegal behavior is not condoned, but will not be considered as a Fraudulent Practice for purposes of this Agreement.

3. COERCIVE PRACTICES

A "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

INTERPRETATION

A. Coercive Practices are actions undertaken for the purpose of bid rigging orin connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

B. Coercive Practices are threatened or actual illegal actions such as personal injury or abduction, damage to property, or injury to legally recognizable interests, in order to obtain an undue advantage or to avoid an obligation. It is not intended to cover hard bargaining, the exercise of legal or contractual remedies or litigation.

4. COLLUSIVE PRACTICES

A "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

INTERPRETATION

Collusive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

5. OBSTRUCTIVE PRACTICES

An "Obstructive Practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) an act intended to materially impede the exercise of IFC's access to contractually required information in connection with a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice.

INTERPRETATION

Any action legally or otherwise properly taken by a party to maintain or preserve its regulatory, legal or constitutional rights such as the attorney-client privilege, regardless of whether such action had the effect of impeding an investigation, does not constitute an Obstructive Practice.

GENERAL INTERPRETATION

A person should not be liable for actions taken by unrelated third parties unless the first party participated in the prohibited act in question.

ANNEX C

INITIAL BUSINESS PLAN

TBD within 30 days from signing of JVA

SCHEDULE 1

FORM OF ACCESSION INSTRUMENT

THIS ACCESSION INSTRUMENT is made on [ ]

BY [ ] of [ ] (the "**Covenantor**") in favor of the persons whose names are set out in the Appendix to this Deed and is supplemental to the Joint Venture Agreement, dated [___], between MSMP INTERNATIONAL CO., LTD.the Sponsor and International Finance Corporation (the "**Joint Venture Agreement**") and entered into pursuant to Section [3.05]/[4.03] thereof.

THIS DEED WITNESSES as follows:

(1) The Covenantor confirms that it has been given and read a copy of the Joint Venture Agreement and hereby agrees for the benefit of each person named in the Appendix to this Deed and each other person who, after the date, of this Deed, executes a deed of adherence to the Joint Venture Agreement substantially in the form set out in Schedule 1 thereof that it shall have the rights and be subject to the obligations of a [Sponsor]/[Other Shareholder Party] under the terms of the Joint Venture Agreement.

(2) The Covenantor, by execution of this Deed, makes the representations, warranties and acknowledgement contained in Sections 6.01 and 6.02 of the Joint Venture Agreement for the benefit of the other parties to the Joint Venture Agreement, provided that such representations, warranties and acknowledgement shall be made as of the date of this Deed and not as of the date of the Joint Venture Agreement.

(3) This Deed, and all non-contractual obligations arising out of or in connection with it, shall be governed by English law.

IN WITNESS WHEREOF this Deed has been executed by the Covenantor and is intended to be and is hereby delivered on the date first above written.

Executed and Delivered as a deed by **[*Covenantor*]**
acting by

__________________________ Signature

__________________________ Name of Director

__________________________ Signature

__________________________ Name of Director/Secretary

[*Execution block to be confirmed*]

APPENDIX TO DEED OF ADHERENCE

[*Insert names of those persons who are party to the Joint Venture Agreement on the date of this Accession Instrument.*]

SCHEDULE 2

FORM OF CERTIFICATE OF INCUMBENCY AND AUTHORITY

[Letterhead of the Company]

[Date]

International Finance Corporation
2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433
United States of America
Attention: Director, ________________________ Department

IFC Investment No. 36726
Certificate of Incumbency and Authority

Reference is made to the Joint Venture Agreement, dated [______], between IFC, the Company,andthe Sponsor (the "**Joint Venture Agreement**"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning set forth in the Joint Venture Agreement.

I, the undersigned [Chairman]/[Director] of MSMP International Co., Ltd.(the "**Company**")]/[Mandalay Myotha Industrial Development Public Co., Ltd. (the "**Sponsor**")]/[__________ _______](the "**Other Shareholder Party**")], duly authorized to do so, hereby certify that the following are the names, offices and true specimen signatures of the individuals [each]/[any two] of whom are, and will continue to be, authorized to take any action required or permitted to be taken, done, signed or executed under the Joint Venture Agreement or any other agreement to which IFC and the [Company]/[Sponsor]/[Other Shareholder Party] may be parties.

[*]Name	Office	Specimen Signature
____________________	____________________	____________________
____________________	____________________	____________________
____________________	____________________	____________________

You may assume that any such individual continues to be so authorized until you receive written notice from an Authorized Representative of the [Company]/[Sponsor]/[Other Shareholder Party] that they, or any of them, is no longer so authorized.

[*] Designations may be changed by the Company/Sponsor/Other Shareholder Party at any time by issuing a new Certificate of Incumbency and Authority authorized by the board of directors of the Company/Sponsor/Other Shareholder Party where applicable.

Yours faithfully,

____

By ____________________________
Name:
Title:[Chairman/Director]

SCHEDULE 3

FORM OF LETTER TO COMPANY'S AUDITORS

[Letterhead of the Company]

[Date]

[NAME OF AUDITORS]
[ADDRESS]

IFC Investment No. 36726
Letter to Auditors

Ladies and Gentlemen:

We hereby authorize and instruct you to give to International Finance Corporation of 2121 Pennsylvania Avenue, N.W., Washington, D.C. 20433, United States of America ("**IFC**"), all such information as IFC may reasonably request with regard to the financial statements (both audited and unaudited), accounts and operations of the undersigned company. We have agreed to supply that information and those statements under the terms of a Joint Venture Agreement between the undersigned company, the shareholders named therein and IFC, dated [______] (the "**Joint Venture Agreement**"). For your information we enclose a copy of the Joint Venture Agreement.

We authorize and instruct you to send two (2) copies of the audited accounts of the undersigned company to IFC each year to assist us in satisfying our obligation to IFC under Section 3.01(a) of the Joint Venture Agreement. When submitting the same to IFC, please also send, at the same time, a copy of your full report on such accounts to IFC.

For our records, please ensure that you send to us a copy of every letter that you receive from IFC immediately upon receipt and a copy of each reply made by you immediately upon the issue of that reply.

Yours faithfully,

MSMP International Co., Ltd.

By ________________________
Name:
Title: Authorized Representative

Enclosure: Joint Venture Agreement

cc: Director
[Name of Department]
International Finance Corporation
2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433
United States of America

SCHEDULE 4

LIST OF MATTERS REQUIRING UNANIMOUS APPROVAL OF THE PROJECT DEVELOPMENT COMMITTEE

(1) Issuance of any material communications to or the conduct of negotiations with any Authority on behalf of the Company or any Key Subsidiary;

(2) Initiation or settlement of any litigation, proceeding, investigation, arbitration or other dispute resolution mechanism by the Company or by any of its Key Subsidiary;

(3) Approval of the selection of any material contractor or vendor or subcontractors to any material contractor or vendor in connection with any Company Operations; the execution of, termination of, material amendment to or material waiver of, issuance of any change order with an individual or aggregate cost in excess of Dollars Fifty Thousand ($50,000)or that is material to the cost of the Company Operations;

(4) Material modifications to the Company Operations, including the financial, technical and legal fundamentals, structure and risk profile;

(5) Approval by the Company or the relevant Key Subsidiary of any pro-forma financial model for the Company Operations and updates thereof that are either used by the Company or the relevant Key Subsidiary or are delivered to any other person by the Company or the relevant Key Subsidiary;

(6) Monthly approval of costs charged to the Company Operations by the Shareholder Parties, including work contribution and other costs, such as for staff time;

(7) Approving or amending the Business Plan and annual budget of any Key Subsidiary;

(8) Social and environmental matters in respect of Company Operations;

(9) Any amendment or modification to the Operational Phase Environmental, Health and Safety Management Plan; and

(10) Any amendment or modification to the Operational Phase General Management Plan.

SCHEDULE 5

PROJECT DEVELOPMENT BUDGET

	Semeikhon Port FINAL Budget as of Jan'17		
		USD	MMK
1	Land Compensation SMP (60 Acre)		120,000,000
2	Land Investment (60 Acre @ US 52K)		3,993,600,000
3	Road (Avenue-5 South)		43,440,000
4	Road (Avenue - 5 North)		14,917,500
5	Road (Avenue - 10)		137,575,704
6	Road-7 & Road-12		79,740,000
7	Electricity - CSR		131,597,940
8	Electricity - SMP Office		246,604,390
9	Genset		27,905,000
10	General Cargo Yard & Ramp		1,159,565,675
11	Cargo Entrance Road		45,721,609
12	Design Fee and Media (SCP)		48,412,896
13	Design Fee (Royal Haskoning)		450,417,330
14	Design Fee (NEPS)		26,692,000
15	G Maps (USD 22350)		15,194,200
16	Valuation Fees(Jone Land Lasalle, Chesterton Suntec)		3,844,985
17	Environmental Evaluation		574,160
18	Survey & Testing (IIS,Hydrocon)		105,193,475
19	27)Director Emoulment (40% only)		291,100,600
20	Technician Fees (40% only)		463,781,069
21	Consultant Fees (40% only)		97,093,160
22	Legal Advisor Fees (40% only)		58,240,000
23	General Admin Expenses(SMP Office)		292,564,747
24	**Total Amount in MMK**		**MMK 7,853,776,440**
25	**Project Dev. Budget Items 12-22 (USD/MMK 1070)***	**$ 1,443,788**	
26	**Project Dev. Budget Items 1-11,23 (USD/MMK 1200)***	**$ 5,238,101**	
27	**Completion Budget**	**$ 5,225,726**	
28	**Fees (Legal + Land Settlement + Tech Review + ESIA)**	**$ 319,519**	
29	**Additional Contingency Budget (Delays / E&S Compliance and Others)**	**$ 567,294**	
30	**Total**	**$ 12,794,427**	
31	**IFC contribution at 30%**	**$ 3,838,328**	
32	**MMID Total Contribution**	**$ 8,956,099**	
33	**MMID Contribution via Land**	**$ 3,120,000**	
34	**MMID via equipment etc.**	**$ 5,836,099**	
	* The most recent expenditures for the Jun-Dec'16 have been converted at an average of USD/MMK 1270		

SCHEDULE 6

ESIA ACTION PLAN

Table 1. Environmental and Social Impact Assessment Action Plan

Date of Implementation Status Update: ________________ Name of MMID staff member completing status update: ______________________

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
A	***Construction Phase***								
1.1	Air Quality	Earthworks associated with the preparing and establishing the proposed Project Site for construction. Transportation of materials to the construction sites by truck. Stockpiling of construction materials. Material transfer.	Dust	Existing / In-place Control ▪ Water suppression or chemical dust suppressants on active construction areas; ▪ Provision of cover on exposed soil and construction materials including stockpiles; ▪ Dust causing activities, machinery and stockpiles of materials with the potential to create dust should be located as far away from ASRs as possible; ▪ The design of stockpiles should be optimised to retain a low profile with no sharp changes in shape; ▪ Drop heights of material should be minimized; ▪ Vehicles transporting dusty materials should be covered at all times; ▪ Planting of vegetation in non-structure areas to minimize wind erosion of topsoil; ▪ Hauling of spoils/excavated earth materials immediately after excavation; and ▪ Install hoarding (i.e. temporary solid fencing) along the perimeter of the construction worksite boundary, as far as practicable. The following points should be noted with regard to the use of water and chemical suppressants to attenuate dust: ▪ During the wet season, or at any time during the year when there is excessive rainfall, management techniques, especially those which include using additional water to suppress dust, should be reviewed and their use amended accordingly, as fugitive dust and particulate emissions will naturally be attenuated during periods of heavy or prolonged rainfall; and ▪ During periods of extended drought, watering of construction areas may not be feasible. In this instance, the use of alternative surface treatments such as chemical dust suppressants should be considered. Additional Mitigation and Monitoring Measures Recommended ▪ Record all dust and air quality complaints and follow up by identifying the causes and taking appropriate measures to reduce emissions in a timely manner; ▪ Record any exceptional incidents that lead to fugitive dust emissions either on or off the Project site and make a record of the action taken to resolve the issue and reduce the possibility of it occurring again in the future; and ▪ Undertake frequent inspections at nearby receivers and make a record of inspection findings. Inspections should include regular dust soiling checks of surfaces such as vehicles and window sills within 100 m of the construction site boundary (see *Table 14.2*).	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
1.2	Air Quality	Traffic on the PLR and internal road network.	Dust	Existing / In-place Control • Surface improvements will be undertaken along sections of the PLR and these are assumed to continue during Phase 1 operations of the Project. Additional Mitigation and Monitoring Measures to be Implemented • Identifying and prioritizing the upgrading of certain sections of PLR which are situated close to ASRs (within 500 m; e.g. Nga Nan village) along its entirety; • Surface treatment such as watering or treatment with chemical dust suppressants on unpaved sections of roads, especially where ASRs are located in close proximity (within 500m); • Vehicle restrictions that limit the speed, weight or numbers of vehicles on unpaved sections of road, especially where ASRs are located in close proximity (within 500m); • Record all dust and air quality complaints and follow up by taking appropriate measures to reduce emissions in a timely manner; • Undertake frequent offsite inspections at nearby ASRs and make a record of inspection findings. Inspections should include regular dust soiling checks of surfaces such as vehicles and window sills within 500m of the PLR (see *Table 14.2*). Perform dust deposition, dust flux or real time monitoring at receivers locations within 500 m of the PLR. Action levels (thresholds which trigger investigation of on-site dusty activities and baseline conditions) should be established. When activities result in unacceptable emissions of dust and particulates, additional mitigation and control should be implemented (see *Table 14.2*).	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	
2.1	Noise	Overall construction activities inc. heavy machinery operations for construction works.	Increase in ambient noise levels	Existing / In-place Control • Well-maintained equipment to be operated on-site; • Regular maintenance of equipment such as lubricating moving parts, tightening loose parts and replacing worn out components; • Shut down or throttled down between work periods for machines and construction plant items (e.g. trucks) that may be in intermittent use; • Reduce the number of equipment operating simultaneously as far as practicable; • Orientate equipment known to emit noise strongly in one direction so that the noise is directed away from receptors as far as practicable; • Locate noisy plant as far away from receptors as practicable; • Avoid transportation of materials on- and off-site through existing community areas; and • Use material stockpiles and other structures, where practicable, to screen noise sensitive receptors from on-site construction activities.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
3.1	Surface Water Quality	Discharge of wastewater and runoff from Project Site near the Ayverwaddy River.	Impact to surface water quality	Existing / In-place Control - Sewage will be collected for treatment in septic tanks at the staff housing and SMP main office. - Sanitary wastewater will be treated to meet the national EQG on Effluent Discharges prior to disposal and will be monitored regularly (see *Table 14.2*). - Storm water run-off will be routed to a pond to remove silt particles before discharge via storm drain. - Earthworks to form the final surfaces will be followed up with surface protection and drainage works to prevent erosion caused by rainstorms; - Appropriate surface drainage will be designed and provided where necessary; - Surface runoff from potential sources of contamination will be prevented; - All drainage facilities and sediment control structures will be inspected on a regular basis and maintained to confirm proper and efficient operation at all times and particularly during rainstorms. Deposited silt and grit will be removed regularly; - Runoff from areas without potential sources of contamination will be minimized (e.g. by minimizing the area of impermeable surfaces) and the peak discharge rate will be reduced (e.g. by using vegetated swales and retention ponds); - Oil water separators and grease traps will be installed and maintained as appropriate at refueling facilities, workshops, parking areas, fuel storage and containment areas, if any; and - The discharge point of treated sewage effluent to surface water (location not confirmed based on existing project design) will be located where there is adequate assimilative capacity of the surface waters.	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	
3.2	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Existing / In-place Control <u>Spill Prevention</u> - Hazardous material process and storage facilities will be designed to international specifications with regard to spill and leak prevention and containment. <u>Spill Response</u> - The Project will develop a detailed spill response plan including community sensitization/notifications when required.	Design Phase	MMID Design Team for design of hazardous material process and storage facilities. Appointed Contractor for Spill Response Plan.	On site Project Management team and designated EHS team	Design review by MMID Spill Response Plan to MMID	

3.3	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Existing / In-place Control Spill Prevention • Hazardous material process and storage facilities will be built to international specifications with regard to spill and leak prevention and containment. Hazardous material storage will be on hard standing and impermeable surface and the bulk storage facility will be bunded. The Project will restrict storage and handling of hazardous materials and fuels to bunded areas of sufficient capacity to contain a release. • Refueling of equipment and vehicles will be carried out in designated areas on hard standing ground to prevent seepage of any spillages to ground. Collection systems will be installed in these areas to manage any spills, fuels will be collected and either reused, treated by incineration or removed by a local contractor. Drip trays must be used when refueling and servicing vehicles or equipment, where it is not on a hard standing. Spill Response • The Project will maintain spill clean-up and response capability adequate for addressing spills for all phases of the Project and for both spills on the land and in the marine environment. All spills will be immediately contained and cleaned up. Contaminated areas will be remediated and post remediation verification will be carried out.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	
4.1	Waste	Handling, storage, transport and disposal of nonhazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Existing / In-place Control WMP will be prepared for the construction of the Project.	Design Phase	Appointed Contractor	On site Project Management team and designated EHS team	WMP to MMID	
4.2	Waste	Handling, storage, transport and disposal of nonhazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Existing / In-place Control • Good housekeeping practices for waste storage and handling in accordance with the WMP; • Construction materials will be managed in a way to avoid over-ordering, poor storage and maintenance, mishandling as well as improper operation procedures; • Construction wastes will be separated into reusable items and materials to be disposed of or recycled whenever applicable. It will be conducted at the immediate working area to avoid loss/leakage and cross contamination during handling; • Segregated wastes will be temporarily stored at designated areas for reuse on site. In case of temporary piling is required, weather protection such as tarpaulin and earth bunds or sand bag barriers will be provided to prevent leachate from entering the drain and surround water bodies. Enclosed waste containers will be provided for general refuse and enclosed designated waste collection bin will be provided for all construction to prevent spillage and vermin; and • Waste will be collected regularly by reputable waste collectors. Recyclables such as scrap steel and metal items will be collected by recycling companies where possible to maximized reuse of these items wherever possible. Additional Mitigation and Monitoring Measures Recommended • Proper non-hazardous waste management should be verified in the form of regular auditing in order to ensure the wastes handling, collection, storage and transportation	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
				are conducted properly (see *Table 14.2*).					
4.3	Waste	Handling, storage, transport and disposal of hazardous waste generated at construction site.	Impacts to air quality, water quality, soil quality and health risk to workers/local people.	Existing / In-place Control WMP will be prepared for the construction of the Project.	Design Phase	Appointed Contractor	On site Project Management team and designated EHS team	WMP to MMID	
4.4	Waste	Handling, storage, transport and disposal of hazardous waste generated at construction site.	Impacts to air quality, water quality, soil quality and health risk to workers/local people.	Existing / In-place Control - All hazardous wastes will be separated accordingly and temporarily stored in a covered container with the necessary provision of secondary containment as per the WMP. Additional Mitigation and Monitoring Measures Recommended - Proper hazardous waste management should be verified in the form of regular auditing in order to ensure the wastes handling, collection, storage and transportation are conducted properly (see *Table 14.2*).	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	
5.1	Biodiversity	Activities at access roads to construction areas, laydown areas and construction camps. Site clearance	Loss of habitat	Existing / In-place Control - The design and layout plan will be prepared to minimise tree cutting where possible. The Project owner shall be directly responsible for dissemination to its staff and workers of all rules, regulations and information concerning these restrictions, as well as the punishment that can expected if any staff or worker or other person associated with the Project violate rules and regulations; - The planned clearance area for the construction works shall be clearly identified and marked to avoid accidental clearing; and - Project will utilise or upgrade existing road (i.e. the PLR) where possible to minimise unnecessary clearing requirements.	Construction Phase	MMID and Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	
5.2	Biodiversity	Noise, light and/or vibration as a result of construction activities (excavation, clearing, camps, plant and vehicle movement)	Disturbance to fauna behaviour	Existing / In-place Control - Construction vehicles and machinery will be maintained in accordance with industry standard to minimise unnecessary noise generation; - Arrangement of transportation schedules will aim to avoid peak hours of road usage to minimise heavy traffic through habitat areas; - Traffic signs will be installed on all roads throughout construction areas depicting speed limits; - For construction areas requiring night-time lighting, lights will be used only where necessary and will be directed toward the subject area and away from habitat areas where possible; and - Commitment will be made to raise awareness of the construction work force and make arrangements for restriction of poaching.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
5.3	Biodiversity	Vegetation clearance and in-stream works, if any, within the within construction site.	Barrier to movement and habitat fragmentation	Existing / In-place Control - The Project shall implement landscaping and re-vegetation after completion of construction in suitable areas to establish a suitable riparian corridor; and - In-stream works, if any, will be carried out in low-flow conditions where possible.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	
5.4	Biodiversity	The construction associated with the Project will generate newly disturbed edges around the margins of the SMP and along the PLR.	Edge effects	Existing / In-place Control - Dust suppression techniques will be utilised during construction, to control the dispersion of dust created by clearing lands at the construction sites; - The Project shall implement landscaping and re-vegetation after completion of construction using native species where possible; - To avoid/minimize releasing sediment load into the river, erosion control measures will be implemented and maintained e.g. using silt fence and temporary re-vegetation to minimize sediment transport from steep slope releasing to the river and smaller waterways; and - Weed and pest management measures should be implemented in accordance with a Project weed and pest management plan to avoid introduction of weeds to natural and modified habitat areas.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	
5.5	Biodiversity	Introduction of alien species and competition with native communities by construction vessel. Accidental release of hazardous substances stored or used during construction phases.	Degradation of habitat	Existing / In-place Control - Construction and domestic waste will be appropriately stored and disposed of to avoid attracting native and alien species to the construction areas; - For areas in direct runoff path to a watercourse, sediment and erosion control devices will be installed and maintained until vegetation replanting can occur to stabilise disturbed surfaces; - Oil, chemical and solid waste will be stored, and handled and disposed of by appropriately licenced waste management contractors; - Weed and pest management measures should be implemented in accordance with a Project weed and pest management plan to avoid introduction of weeds to natural and modified habitat areas; - Speed limits to maximum of 40 km/hr for construction vehicles will be enforced to limit noise and dust generation; - Construction materials and chemicals will be appropriately secured and locked down during flood season to avoid accidental release to the natural environment; - Engineering works will be designed to comply with the agreed water quality standards; - Water quality monitoring will begin as soon as possible after the Project begins, in order to control the quality of discharge of water to the Ayverwaddy River (see *Table 14.2*); - Emergency response plan and procedures will be prepared and implemented for the construction activities of the Project. This will include emergency drills and education of Project workers; and - Mitigation measures will be recommended and communicated to third party vessels using the SMP regarding the avoidance of introducing invasive aquatic species to the site.	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
5.6	Biodiversity	During vegetation clearing activities and use of vehicles and machinery	Fauna mortality during vegetation clearing activities and in the event individuals are struck by vehicles and machinery	Existing / In-place Control - Speed limits to maximum of 40 km/hr for construction vehicles will be enforced to minimise potential for fauna strike; - Commitment will be made to raise awareness of values of natural habitat areas to construction work force and arrangements will be made for restriction of poaching; - Hunting wild animals will be strictly prohibited to apply for all staff; and - Fishing and using of illegal fishing gear anywhere along the river will be prohibited.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	
6.1	Livelihood (Fishing)	Presence of the SMP Wastewater discharge, surface run-off and accidental spill.	Impacts to fishermen livelihood and reduction of fish catch.	Existing / In-place Control Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	
6.2	Livelihood (Farming)	Increases in soil erosion and surface runoff from the PLR. Damage to irrigation channels due to construction of the SMP and PLR.	Impact to livelihood of local communities and decline in farming productivity	Existing / In-place Control - Where the PRL crosses irrigation trenches, concrete pipes have been installed under the road. - A Land Acquisition Committee was established with representation by MMID, the Nga Nan and Semeikhon village tract leader as well as GAD to administer the land acquisition and compensation process for the Project. The compensation rate was fixed by the committee members at 20 lakhs/acre for all land acquired by the Project within the SMP and for the PLR. In addition, each landholder was entitled to a 60 m x 80 m parcel of land as part of the compensation package. Additional Mitigation and Monitoring Measures to be Implemented - All areas disturbed by construction activities will be, as far as reasonably possible, landscaped to reflect natural contours and restore suitable drainage paths; - Soil and spoil removed during the construction process will be stockpiled separately and stabilization measures shall be implemented. The stockpiles will be constructed with smooth slopes and free draining patterns. Topsoil stockpiles will be deep ripped to provide for moisture retention and regrowth. - Stockpiles will not be located on drainage lines, in floodway zones, or in other areas important for the conveyance of floodwaters during major floods; - Potential problems with erosion along the base of waste or soil surplus piles must be considered in planning the location of such sites; - Waste or surplus materials shall not be placed in areas subject to potential flooding and inundation, or in manmade or natural watercourses; - Wherever possible, land clearing and vegetation removal shall be conducted with as small footprint as possible to ensure the original ground cover is maintained in its existing condition; - Appropriate drainage, sediment traps, diversions, culverts and other structures shall be designed to prevent discharge from the PLR onto adjacent farmland and into irrigation channels. Regular inspection and maintenance will be conducted to monitor their efficiency; and - MMID shall develop a grievance procedure and have this administered by one of the existing Community Liaison Officers to receive and address concerns raised by the affected farmers.	Construction Phase	Appointed Contractor for mitigation measures implementation MMID CSR team for grievance procedures. Land Acquisition Committee	On site Project Management team and designated EHS and CSR team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
6.3	Community Health and Safety	Construction related transportation along the PLR.	Health and safety of the communities and livestock nearby	Additional Mitigation and Monitoring Measures to be Implemented ▪ Enforcement of a speed limit for vehicles along the PLR and within the Project area. During the construction phase, when the PLR remains unsealed, a speed limit of 40km/h shall be enforced; ▪ When the SMP becomes operational, speed limits should by posted and monitored by MMID; ▪ Repair of PLR if it is damaged; ▪ Erection of livestock crossing signs at known pathways across the PLR to alert drivers to the possibility of livestock entering the PLR; and ▪ Establishment of a security team to monitor entrance to the construction site.	Construction Phase	Appointed Contractor, MMID and local authorities	On site Project Management team and designated EHS and CSR team	Monthly report to MMID	
B	Operation Phase								
1.1	Air Quality	Handling and storing/stockpiling of potentially dusty construction materials (i.e. cement, sand) and cargo	Impact on ambient air quality	Existing / In-place Control ▪ Material to be transferred or transported will be covered or contained; ▪ Drop height of potentially dusty materials will be minimized; ▪ Stockpile / cargo pile heights and areas should be limited and placed as far from ASRs as possible; ▪ All stockpiles / cargo piles and storage areas will be covered or enclosed to minimize dust generation; ▪ Stockpiles / cargo piles and storage areas of construction materials and earth to be kept moist where applicable or the surfaces stabilized; and ▪ Regularly sweeping docks and handling areas, trucks, storage areas and paved roadway surfaces. The following points should be noted with regard to the use of water and chemical suppressants to attenuate dust: ▪ During the wet season, or at any time during the year when there is excessive rainfall, management techniques, especially those which include using additional water to suppress dust, should be reviewed and their use amended accordingly, as fugitive dust and particulate emissions will naturally be attenuated during periods of heavy or prolonged rainfall; and ▪ During periods of extended drought, watering of construction areas may not be feasible. In this instance, the use of alternative surface treatments such as chemical dust suppressants should be considered. Additional Mitigation and Monitoring Measures Recommended ▪ Record all dust and air quality complaints and follow up by identifying the causes and taking appropriate measures to reduce emissions in a timely manner; ▪ Record any exceptional incidents that lead to fugitive dust emissions either on or off the Project Site and make a record of the action taken to resolve the issue and reduce the possibility of it occurring again in the future; and ▪ Undertake frequent inspections at nearby receivers and make a record of inspection findings. Inspections should include regular dust soiling checks of surfaces such as vehicles and window sills within 100 m of the site boundary (see *Table 14.2*).	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
1.2	Air Quality	Traffic on the PLR and internal road network.	Dust	Refer to Item A1.2 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	
2.1	Noise	Operation of fixed plant and machinery during operational phase	Increase in ambient noise levels	Additional Mitigation and Monitoring Measures to be Implemented - Select equipment with lower SWL from the BS5228: Part 1 : 2009; - Install silencers, mufflers or acoustic enclosures to reduce sound power level of noisy equipment at all times; - Re-locate noise sources to less sensitive areas to take advantage of distance and shielding; - Site permanent facilities away from community areas if possible; - Take advantage of the natural topography as a noise buffer during facility design; Vehicles should be regularly maintained. - Transportation of materials during night time should be avoided to minimize disturbance to communities.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	
3.1	Surface Water Quality	Discharge of wastewater and runoff from Project Site near the Ayverwaddy River.	Impact to surface water quality	Refer to Item A3.1 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	
3.2	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Refer to Item A3.2 above.	Design Phase	MMID Design Team for design of hazardous material process and storage facilities. Appointed Port Operations team for Spill Response Plan.	On site Project Management team and designated EHS team	Design review by MMID Spill Response Plan to MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
3.3	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Refer to Item A3.3 above.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	
4.1	Waste	Handling, storage, transport and disposal of nonhazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Refer to Item A4.1 above.	Design Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	WMP to MMID	
4.2	Waste	Handling, storage, transport and disposal of nonhazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Refer to Item A4.2 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	
4.3	Waste	Handling, storage, transport and disposal of hazardous waste generated at construction site.	Impacts to air quality, water quality, soil quality and health risk to workers/local people.	Refer to Item A4.3 above.	Design Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	WMP to MMID	
4.4	Waste	Handling, storage, transport and disposal of hazardous waste generated at construction site.	Impacts to air quality, water quality, soil quality and health risk to workers/local people.	Refer to Item A4.4 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Implementation Status Update
5.1	Biodiversity	Introduction of alien species and competition with native communities by vessels.	Degradation of habitats	Existing / In-place Control Mitigation measures will be recommended and communicated to third party vessels using the SMP regarding the avoidance of introducing invasive aquatic species to the site.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	
5.2	Biodiversity	Operational and maintenance activities (e.g. lighting at night).	Disturbance to, or displacement/exclusio n of a species from foraging habitat	Existing / In-place Control - Vehicles and machinery will be maintained in accordance with industry standard to minimise unnecessary noise generation; - For areas requiring night-time lighting, lights will be used only where necessary and will be directed toward the subject area and away from habitat areas where possible; and - Speed limits to maximum of 40 km/hr for vehicles will be enforced to minimise potential for fauna strike.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	
5.3	Biodiversity	Vehicle or machinery used in operation.	Mortality of individual fauna species as a result of vehicle or machinery strike.	Existing / In-place Control - Commitment will be made to raise awareness of values of natural habitat areas and arrangements will be made for restriction of poaching collection; - Hunting wild animals will be strictly prohibited to apply for all staff; and - Fishing and using of illegal fishing gear anywhere along the river will be prohibited.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	
6.1	Livelihood (Fishing)	Presence of the SMP Wastewater discharge, surface run-off and accidental spill.	Impacts to fishermen livelihood and reduction of fish catch.	Existing / In-place Control Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	
6.2	Livelihood (Farming)	Increases in soil erosion and surface runoff from the PLR. Damage to irrigation channels due to construction of the SMP and PLR.	Impact to livelihood of local communities and decline in farming productivity	Existing / In-place Control Please refer to Items A6.2 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation MMID CSR team for grievance procedures. Land Acquisition Committee	On site Project Management team and designated EHS and CSR team	Monthly report to the MMID	

6.3	Economy and employment	Project operations	Enhancement of Employment and local business opportunities	▪ The Project proponents are encouraged to employ local people through the implementation of a preferential local employment and procurement policy. The Project should also require its contractors to employ local labour where possible and necessary. ▪ Local procurement should be applied during operation of the Project. In particular, the Project should use local foods/products and local supply to enhance the indirect benefits to the local communities. ▪ The Project could increase the opportunities to access electricity by the affected communities and to improve the infrastructure impacting the local communities such as access road improvement.	Operation Phase	Appointed Port Operations team CSR team of MMID	CSR team of MMID	Monthly report to the MMID	

SCHEDULE 7

LAND ACQUISITION ACTION PLAN

Schedule 7 Land
Acquisition Action Pla

SCHEDULE 8

ANNUAL MONITORING REPORT

International Finance Corporation
World Bank Group

ENVIRONMENTAL AND SOCIAL PERFORMANCE ANNUAL MONITORING REPORT (AMR)

Client Company: ___________________
Project Name: _____________________
Country of Investment: _____________
IFC Project Number: _______________

REPORTING PERIOD: _______(month/year) through ________(month/year)

AMR COMPLETION DATE: ___________(day/month/year)

Environment, Social and Governance Department
2121 Pennsylvania Avenue, NW
Washington, DC 20433 USA
www.ifc.org/enviro

AMR SECTION I

INTRODUCTION

IFC's Investment Agreement for the ____________ [Project Name] project requires the __________ [Client/Company] to prepare a comprehensive Annual Monitoring Report (AMR) on the environmental and social (E&S) performance of its facilities and operations. This document comprises IFC's preferred format for E&S performance reporting. The following template may be supplemented with annexes as appropriate to ensure all relevant information on project performance is reported.

Contents:

- Project Information
- Client's Representation Statement by Sponsor authorized representative
- Summary of Key E&S Aspects during the Reporting Period
- New Development/ Corporate Financing
- Action Plan Status and Update
- Deviations/non-compliances
- Developmental Outcome (DOTs) Indicators
- Client's Feedback

AMR SECTION II

Client's Representation Statement by Sponsor authorized representative

I ___________ [Name] in my role of _________[state position within Company] and representing ____________ [Client/Company Name] certify that:

a) The Project is in compliance with all applicable E & S Requirements as described in the investment agreements, and all actions required to be undertaken pursuant to the Environmental and Social Action Plan (ESAP) and any subsequent supplemental action plans. (where applicable: with the exception made for those that have been disclosed in **Section VI** in this report).

b) In relation to the Project there are no:

- Circumstances or occurrences that have given or would give rise to violations of E &S and labor Laws or E &S and labor Claims;
- Social unrest, local population disruption or negative NGO/media/activist campaigns or activities against the project.
- Material social or environmental risks or issues in relation to the Project other than those identified by the E&S Assessment and the Environmental and Social Review Summary.
- to the best of the Borrower's knowledge existing or threatened complaints, orders, directives, claims, citations or notices from any Authority due to E&S issues.
- Any written communication from any Person, concerning the Project's failure to comply with any matter covered by the Performance Standards;
- to the best of the Borrower's knowledge ongoing or threatened strikes, slowdowns or work stoppages by employees of the Borrower or any contractor or subcontractor with respect to the Project;

c) All information contained in this AMR is true, complete and accurate in all respects at the time of

submission and no such document or material omitted any information the omission of which would have made such document or material misleading.

d) There have not been any new company activities (eg. expansions, construction works, etc) that could generate adverse environmental & social impacts, and there have been no new E&SImpact Assessment (ESIA) studies, audits, or E&S action plans conducted by or on behalf of _____ [Client/Company], with respect to any E&S standards/regulations applicable to the Project that IFC has not been notified about.

Signature ***Date***

AMR SECTION III

Summary of Key E&S Aspects during the Reporting Period

This section aims to identify the key E&S progress/activities/incidents during the Reporting period (include Summary of Key Findings for the Reporting Period e.g. non-compliances, significant incidents[1], social unrest, significant improvements/initiatives regarding E&S performance,etc.)

Project Status

Select the current status of the project and provide a brief description of the developments in relation to the project over the reporting period. For example, has construction been started or completed, has new equipment been installed, has production capacity increased, or is the investment in new projects considered?

☐Design ☐Construction ☐ Expansion ☐Operation ☐ Closure ☐ Other (specify)

New investment under development? (Corporate and Investment Funds) ☐Yes ☐ No
Please provide details in section IV of this AMR report.

Please list all operating facilities and locations in the following table.

Name of facility	Location (state/province, commune/township, county, city, country)	Start of Operation (MM/YY)

[1]Examples of significant incidents are:chemical and/or hydrocarbon materials spills; fire, explosion or unplanned releases, including during transportation; ecological damage/destruction; local population impact, complaint or protest; failure of emissions or effluent treatment; legal/administrative notice of violation; penalties, fines, or increase in pollution charges; negative media attention; chance cultural finds; labor unrest or disputes; local community concerns, etc.

PS1: Assessment and Management of Environmental and Social Risks and Impacts

Please provide details on the status of the following voluntary Management systems certification schemes at your facility, provide details below?

	Not being considered	Future consideration	Planning to implement	Currently implementing	Successfully implemented	Date of certification/ re-certification
ISO 9001 - Quality	☐	☐	☐	☐	☐	
ISO 14001 - Environment	☐	☐	☐	☐	☐	
OHSAS 18001 - OHS	☐	☐	☐	☐	☐	
Other	☐	☐	☐	☐	☐	

Describe any changes in the organizational structure to manage environment, health and safety, labor and social aspects during the reporting period. Describe number of personnel in charge of E&S issues.

Describe the level of environmental, social and health and safety training provided to staff. Provide annex with list of topics, hours of training and number of participants.

During the reporting period, are you aware of any events that may have caused damage; brought about injuries or fatalities or other health problems; attracted the attention of outside parties; affected project labor or adjacent populations; affected cultural property; or created liabilities for your company?
☐Yes ☐ No

Provide details

Provide a copy of (new or updated) E&S standard operating procedures.

List all (new or updated) E&S key performance indicators, and provide a status update on the project's performance against each KPI.

Describe any ongoing public consultation and disclosure, liaison with non-governmental organizations (NGOs), civil society, local communities or public relations efforts on environmental and social aspects.

Briefly describe new initiatives implemented during the reporting period or additional managerial efforts on E&S aspects (e.g. Energy/water savings, sustainability report, waste minimization, etc)

Briefly describe the number and type of comments and/or grievances received by the Company in relation to E& Issues. How many have been resolved and how many are pending? (Please attach a table with grievance redress details)

Describe stakeholder engagement activities by the company in the past year, how the company communicated relevant aspects of project implementation status to local affected communities, and sought, documented, and incorporated stakeholder feedback. Provide relevant supporting documentation e.g. stakeholder engagement plan implementation status report, records/minutes/photos of community meetings, etc.

PS2. Labor and Working Conditions

Have you changed your Human Resources (HR) policies, procedures or working conditions during the reporting period?

☐Yes ☐ No Provide details

Provide the following information regarding your workforce:

Site	# of direct employees	# female direct employees	# employees terminated	# employees hired	# Contractor employees[2]

Occupational Health and Safety

Describe key elements of your program to manage and minimize Occupational Health and Safety (OHS) risks during construction and operation of the project.

Describe the main changes implemented in terms of OHS during the reporting period, e.g. identification of hazards, substitution of chemicals, new controls, etc.

Occupational Health and Safety Indicators

Report Total numbers for each parameter	This reporting period		Reporting period- Previous year	
	Direct employees	Contractor employees	Direct employees	Contractor employees
Total number of Workers				
Total man-hours worked - Annual				
Total number of lost time occupational injuries				
Total number of lost workdays due to injuries				
Number of fatalities				
Total no. of near misses				

Provide details for the non-fatal injuries during this reporting period:

Company or contractor employee?	Total workdays lost	Description of injury[3]	Cause of accident	Corrective measures to prevent reoccurrence

[2]Contractors are those performing core functions for the Company on Company premises or in the name of theCompany.

[3]Injury: Incapacity to work for at least one full workday beyond the day on which the accident or illness occurred.

Lost workdays are the number of workdays (consecutive or not) beyond the date of injury or onset of illness that the employee was away from work or limited to restricted work activity because of an occupational injury or illness.

Describe in detail fatalities and vehicle accidents, including corrective measures (provide copies of OHS investigation and respective corrective plan).

Significant OHS Incidents

Date of Incident	Type of Incident (drop down list)	Brief Description of Incident	Fatalities? (Y/N)	# of Fatalities	Preventive measures taken after the incident

Provide copies of root cause analysis and other relevant reports for significant OHS incidents.

PS3. Resource Efficiency and Pollution Prevention

Provide the following environmental monitoring data for this reporting period, applicable to construction and operational phases of the project. If you already have all the data requested available in another format, this can be submitted instead. Please provide a scaled facility map showing the precise locations of all monitoring points.

1. Liquid Effluent

Liquid Effluent refers to all types of liquid waste which is discharged from the site. Types of liquid effluent include process, sanitary, storm water, and thermal discharges. Please provide **[host country]** maximum levels in **[host country]** units in the table below and specify the point(s) of monitoring.

Liquid Effluent Monitoring Point Location[4]:

Name of facility and monitoring location	Liquid Effluent Parameters	Collection Frequency	WBG/IFC Maximum Levels (in mg/L except for pH)	**[host country]** Maximum Levels ([host country] Units)	[Client Company] Actual Performance Data ([host country] Units) Annual average
	Biochemical oxygen demand(BOD_5)		30 mg/l		
	Chemical Oxygen Demand (COD)		125 mg/l		
	Total coliform bacteria		400 MPN/100ml		
	Oil and Grease		10 mg/l		
	PH		6.0-9.0		
	Total suspended solids		50 mg/l		

Describe any technical and management upgrades/changes/retrofits made to your waste water management and treatment systems and procedures.

2. Ambient Noise

Ambient Noise refers to noise levels outside of [Client Company]'s boundaries. [Client Company] is required to collect representative samples of ambient noise at the site limit of each location and report the results to IFC. Please provide [host country] maximum levels in [host country] units in the table below.

[4] Provide latitude, longitude of the liquid effluent discharge point. Alternatively, provide a facility map showing the precise location of all liquid effluent discharge points.

Ambient Noise Residential Point Location[5] and Industrial or Commercial Monitoring Point Location[8]:

Name of facility and monitoring location	Ambient Noise Parameters	Collection Frequency	WBG/IFC Maximum Levels (WBG/IFC Units)	[host country] Maximum Levels ([host country] Units)	[Client Company] Performance ([host country] Units) Annual average of quarterly samples
	Noise at the facility boundary	Semi-annually	70 dB(A)		
	Noise at the facility boundary	Semi-annually	70 dB(A)		
	Noise at the facility boundary	Semi-annually	70 dB(A)		
	Noise at the facility boundary	Semi-annually	70 dB(A)		

3. Point Source Air Emissions

Point Source Air Emissions refers to air flow out from a specific location on a project site. These emissions can come from points such as process stacks, power generation stacks and vents, and backup generators.

[sponsor name] is asked to collect representative samples of point source air emissions at key emission locations for all parts of the facility as given in the first table ofSection III, submit these samples for laboratory analysis and report the results to IFC. Monitoring should take place while facility is operating. As continuous monitoring equipment for emissions are installed, the laboratory sample data can be substituted with annual average means for these emission points.Please provide [host country] maximum levels in [host country] units in the table below, and copy the table to the number of tables needed.

Point Source Air Emissions Monitoring Point Location[6]:

Name of production facility and monitoring location	Point Source Air Emission Parameters	Collection Frequency	WBG/IFC Maximum Levels (WBG/IFC Units)	[Host country] Maximum Levels (Specify Units)	[sponsor name] Performance (host country units) Annual average of quarterly samples
	NO_x	Quarterly	600 mg/Nm3		
	PM_{10}	Quarterly	50 mg/Nm3		
	Sox	Quarterly	400 mg/Nm3		
	NO_x	Quarterly	600 mg/Nm3		
	PM_{10}	Quarterly	50 mg/Nm3		
	Sox	Quarterly	400 mg/Nm3		
	NO_x	Quarterly	600 mg/Nm3		
	PM_{10}	Quarterly	50 mg/Nm3		
	Sox	Quarterly	400 mg/Nm3		

Describe any technical and management upgrades/changes/retrofits made to your air emission control and treatment systems and procedures (e.g. flue gas desulphurization; secondary NOx reduction systems; dust removal systems).

[5] Provide latitude, longitude of ambient noise monitoring points. Alternatively provide a scaled map showing the precise location of the monitoring points.

[6] Provide latitude, longitude of the point source air discharge point. Alternatively provide a scaled facility map showing the precise location of all discharge points.

4. Solid Waste, Hazardous Waste and Oils Management

Solid and Hazardous Wastes and Oils Management Summary

Solid Waste Type Includes description	Annual Quantity	Method of Storage, Handling and/or Treatment

Solid Waste Type (Same as Above)	Method of Recycling, Reuse or Disposal[7]

Hazardous Waste and Oils Type (Includes description)	Annual Quantity	Method of Storage, Handling and/or Treatment

Hazardous Waste and Oils Type (Same as Above)	Method of Recycling, Reuse or Disposal

If any of the World Bank Group Environmental Health & Safety (EHS) guidelines or local regulatory limits are exceeded please explain the cause and, if appropriate, describe the planned corrective actions to prevent re-occurrence.

5. Energy and Water consumption management:

Utility Type	Units	Annual Consumption			Total
		Site 1	Site 2	Site 3	
Grid electricity	kWh				
Natural Gas	m^3				
Diesel	L				
Other fuel (specify)	L				
Water	m^3				

Describe key areas/sections of the project facility where each of the above resources experienced the heaviest consumption/usage. Provide consumption data broken down by section where available.

[7] Describe disposal method (e.g. landfill, incineration, land farming, reuse, etc.) Provide name and location of disposal facility used; state if waste is sold as byproduct, scrap or a material to be used by others; state name and business of purchaser. Provide additional sheets as needed to fully describe disposal, organizations involved in waste management, facility permits, and agency authorizations.

Describe Energy, Water, and Resource Efficiency measures in the past year and annual savings achieved.Provide relevant monitoring reports and documents.

PS4 - Community Health, Safety and Security

Using the table below list and briefly describe any new initiatives implemented in relation to community health and safety. Include risk assessments, new infrastructure and equipment; hazardous materials and safety management, transportation and exposure to disease.

Mitigation Measure	Expected or actual date of Implementation	Planned future mitigation efforts?

During the reporting period were there any emergency drills conducted with community participation? How were local communities made aware of the emergency response plans?

Please describe any changes in the Company's engagement with private/public security forces during the reporting period and any corresponding agreements.

Describe any technical and management upgrades/changes/retrofits and any new measures to ensure infrastructure and equipment safety.

Life & Fire Safety (L&FS):

Describe any fire events which transpired during this reporting period, and regular and ad-hoc L&FS measures taken, including but not limited to: fire drills; installation, inspection and certification of fire detection and suppression, electrical, and mechanical systems, equipment, and facilities; inspection, refilling, and recharging of portable fire extinguishers; L&FS training provided to staff and contractors; etc.

AMR SECTION IV

*This section only needs to be completed if there were new developments or projects.

New Development/Corporate Financing

Social and Environmental Screening

Please list projects or new project components which have come under active consideration for development since the last report. Provide E&S due diligence reports prepared by the Client/Company.

Project & Location	Brief Description

Projects Completed or in Progress during the Reporting Period

Please complete the table to list the projects completed during the reporting period, which are operated by Client/Company or which are under construction, and how environmental and social risk was managed in these projects. If risk management cannot be adequately covered in the sections which follow, please add any relevant information if required.

Project	Status (e.g. under construction, complete)	Major risk management measures adopted.

AMR SECTION V

Status Update of the ESIA Action Plan and the Land Acquisition Action Plan

Please provide as many details as feasible in the status update columns of the following two Action Plans embedded into this document, and attach/embed all supporting materials and reports to the tables:

AMR SECTION VI

Developmental Outcome Tracking (DOTs) Indicators

Performance Area	Detailed impact description	Indicator	Baseline 2015	Target and Year
Financial Performance	Returns to all capital providers	US$ ROIC	NA	US$ Annual ROIC > US$ WACC
Economic Performance	Returns to all Capital Providers and to Society	US$ EROIC	NA	US$ Annual EROIC > US$ WACC
	Transfers to Government	Taxes, royalties and lease payments paid	NA	US$10 million over the life of the project
	Employment	Permanent jobs (#)	NA	100 in 2016
		Permanent jobs (#) women	NA	0-2 in 2016
	Increase in TEUs	# of TEU	NA	5,000 by 2018

	handled (ports and shipping)	containers handled per annum		
Environmental and Social Performance	Occupational fatalities and lost-time-accidents	Number (per million man-hours)	NA	0 by 2017
	Safety	Life and Fire Safety	NA	Maintain over life of the project

SCHEDULE 9

ESIA INSTITUTIONAL SETTING AND IMPLEMENTATION ARRANGEMENTS

(i) ESIA INSTITUTIONAL SETTING AND IMPLEMENTATION ARRANGEMENTS

14.6.1 Construction Phase

The Environmental and Social Management Program (ESMP) will be included in the construction contract and the contractor will be responsible for implementation of the measures associated with design and construction. MMID's staff, specifically the EHS Officer and Site Engineer of the Project Management team, will monitor the implementation of these mitigation measures by the contractors at the site.
The roles and responsibilities of MMID and the Contractor for implementation and monitoring have been outlined in *Table 14.3*.

Table 14.3 Roles and Responsibilities of MMID and Contractor

MMID	Contractor
Obtaining statutory clearances required during pre-construction stage of the Project	Obtaining permits required during the construction stage
Overall Project co-ordination and management through Contractor and supported by the third party environmental consultants	Joint verification with MMID and Third Party Environmental Consultant for review of ESMP implementation
Interaction and reporting to IFC	Filling of reporting formats as per the reporting schedule and submission to IFC via MMID
Effective implementation of ESMP and monitoring of ESMP implementation	Environmental monitoring through Third Party Environmental Laboratory
Carryout verification/supervision exercises during the construction phase of the Project for implementation of ESMP	Preparation of various plans for effective implementation of ESMP
Overall supervision of ESMP implementation	Management of labour camp and to provide drinking water, sanitation facility
Approval of plans prepared by the Contractor	
Addressing grievances of local community and information dissemination	
Environmental monitoring through laboratory	

While the contractor or a particular party is responsible for physical implementation of the mitigating measures, the whole implementation process requires supervision, checking, documentation and verification so that problems are identified and properly addressed before they get out of hand. In order to ensure proper execution of the ESMP, implementation reviews will be conducted by the EHS Officer / Site Engineer by various means including weekly construction meetings, review of construction log book, monthly and other construction reports etc. Records of these minutes of the weekly meeting, monthly reports and special reports on implementation of the mitigating measures will also be maintained and available for review by the Project management. It is suggested to identify documents and records that require templates and accordingly suitable templates should be developed, which should include but not limited to policies, procedures and work instructions, meeting minutes, monitoring results, training attendance records, emergency contract lists, action plans etc. Further, all these templates should be communicated to all potential users. All these records will be archived at the Project office and will be maintained by the EHS officer. All documents and records shall be archived with a unique identifier so that they can be distinguished from any other material and can be easily retrieved.

14.6.2 Operation Phase

The ESMP will be included in the operation contract and the port operations team will be responsible for implementation of the associated mitigation measures. MMID's staff, specifically the EHS Officer and Site Engineer, will monitor the implementation of these mitigation measures by the port operations team at the site.

(j) 14.7TRAINING

14.7.1 Construction Phase

Prior to commencement of major civil works at site, a suitably qualified in-house/external expert will be appointed by the contractor in consultation with the MMID to develop and deliver a training program on implementation of the ESMP, monitoring and reporting will be conducted in line with the applicable reference framework for the Project. The training will include the following topics:

- Environment, Health and Safety Policy of the contractor;
- Environment and fundamentals of environmental pollution in relation to the Project;
- EHS management plans prepared by the Contractor;
- Do's and Don'ts for the construction workers;
- Safety procedures and guidelines;
- Internal reporting and response system;
- Hazardous chemicals and waste handling;

In addition, specific training will be provided to the team involved in environmental and social monitoring and reporting, which will include:

- Applicable environmental and social guidelines and standards;
- Sampling site selection guidelines in line with environmental monitoring plan;
- Sample collection, storage, transportation and analysis procedures;
- Solid and hazardous waste management;

- Quality assurance and quality control;
- Environmental monitoring report preparation

The training will help in capacity building and implementation of the ESMP during the construction phase of the Project. It will also help in ensuring internal and external monitoring and verification of the environmental and social performance of the Project. The timeframe for reporting and verification during the construction phase will be agreed between the MMID, the contractor and the IFC.

14.7.2 Operation Phase

Prior to the commencement of the Project operation, a suitably qualified in-house/external environmental expert will be engaged by the MMID to develop and deliver a training program on operation phase environmental and social monitoring and reporting. The topics will be mostly same as that during the construction phase. The training will help in capacity building and implementation of the ESMP during the operation phase of the Project. It will also help in ensuring internal and external monitoring and verification of the environmental and social performance of the Project. The timeframe for reporting and verification during the operation phase will be agreed between the MMID, the contractor and the IFC.

Draft : 16 Februar 2017

Dated __________________

LEASE AGREEMENT FOR LAND

BETWEEN

MR TUN TUN AUNG AND MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD.

AS LESSOR

AND

MSMP INTERNATIONAL CO.,LTD

AS LESSEE

LEASE AGREEMENT FOR LAND

This **LEASE AGREEMENT FOR LAND** is made, entered into and delivered at Mandalay on _______________ 2017

BY AND BETWEEN

MR TUN TUNG AUNG (son of U Aung Win Khaing), a Myanmar citizen with NRC No. 9/Ma Ya Ma (Naing) 054098, of Shwe Nan Oo Chan, Block 417 Nan Oo Lane Between (19th and 20th Street) and (65th and 66th Street), Ahnatetaw Yark, Aung Myae TharZan Township, Mandalay, Myanmar (hereinafter referred to as the "**TRUSTEE**", which expression herein used shall, unless repugnant to the context or the meaning thereof, be deemed to include, its successors, legal representatives, and permitted assigns) of the **FIRST PART;**

AND

MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD., a public company limited by shares organized and existing under the laws of Republic of the Union of Myanmar with company registration no. 5092/2012-2013 and having its registered office at No. 514/8, Between 59th and 60thStreet, 26th Road, Aung Myae Thar ZanTownship, Mandalay, Myanmar(hereinafter referred to as the **BENEFICIARY**", which expression herein used shall, unless repugnant to the context or the meaning thereof, be deemed to include, its successors, legal representatives, and permitted assigns) of **SECONDPART.** The **TRUSTEE** and the **BENEFICIARY** are hereinafter collectively referred as to the **LESSOR** on a joint basis**;**

AND

MSMP INTERNATIONAL CO., LTD.a private company limited by shares organized and existing under the laws of the Republic of the Union of Myanmar with company registration no. 204/2015-2016 and having its registered office at No. 514/8, Between 59th and 60thStreet, 26th Road, Aung Myae Thar ZanTownship, Mandalay, Myanmar (hereinafter referred to as the "**LESSEE**" which expression herein used shall, unless repugnant to the context or the meaning thereof, be deemed to include, its successors, legal representatives, and permitted assigns) of the **THIRD PART.**

WHEREAS:

(A) The **TRUSTEE** holdsthe right to use the farmland named "**5A West Zayy-tann Field**" in the Myinn-chan Township, Myinn-chan District, Mandalay Region, Myanmar (the "**Field**"),as more particularly described in and edged in green on the map attached to this Lease Agreement as Appendix A (which shall form an integral part of this Lease Agreement) (the "**Map**") for the development, construction and operation of a general cargo port (the "**Project**"), the development of certain light industries and the development of warehouse/logistics business.

(B) The **TRUSTEE's** above mentioned rights arise under La Na 30 issued by the Central Farmland Management Body No. 15/La Ya-30 (059/2014) dated 11 November 2014 and La No. 30 issued by

the Mandalay Region Governing Body No. 2/3-3/7 Oo 6 (009) dated 31 December 2013 (collectively referred to as the "**La Na 30**").

(C) Under the Agreement for Assignment and Contribution of the Rights of Use as Basis of Equity dated April 1, 2013 between (i) Royal Hi-Tech Group Co., Ltd., (a company incorporated in Myanmar and having its registered place of business at No. 23, 64th Street, between 26th and 27th Streets, Aung Taw Mu Ward, Chan Aye Thar Zan Township, Mandalay), (ii) the **TRUSTEE** and(iii) the **BENEFICIARY**, Royal Hi-Tech Group Co., Ltd. andthe **TRUSTEE** created a trust over La Na 30 for the benefit of the **BENEFICIARY**.

(D) The **TRUSTEE** represents and warrants that he is lawfully and properly acting on behalf of both Royal Hi-Tech Group Co., Ltd., and himself in entering into this Lease Agreement.

(E) The **BENEFICIARY** and International Finance Corporation ("**IFC**") will incorporate or have incorporated the **LESSEE** as a joint venture company approved by the Myanmar Investment Commission ("**MIC**") to carry out the Project.

(F) The **LESSOR** is desirous of leasing an area of approximately 59.94 acres of the Field, as more particularly described in and edged in blue (with blue down diagonal lines) and identified as "**Site A**" on the Map (the "**Land Plot**") to the **LESSEE** on a rent-free basis and for the duration for which the **LESSEE** exists, as the **Beneficiary's** equitycontribution to the **LESSEE**.

(G) The **LESSOR** is also desirous of granting the **LESSEE** the rights over the road edged in bold green and identified as "**Main Access Road**" on the Map (the "**Port Link Road**") to the **LESSEE** on a rent-free basis for the duration for this Lease Agreement exists. For the avoidance of doubt, all property rights in the Port Link Road remain with the **LESSOR** and the **LESSEE** does not have any property rights in the Port Link Road other than the right to use it pursuant to the terms of this Lease Agreement.

(H) The Map also marks and identifies a "**Site B**" and an "**Access Road**" which are not the subject matter of this Lease Agreement.

(I) The **LESSOR** represents and warrants that it has and holds the entire legal and beneficial right, title, estate and interest in the Land Plot.

(J) Both the **LESSOR** and the **LESSEE** hereto are legally authorised to enter into this Lease Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE I : LEASE, LEASE PERIOD AND EASEMENT

1-01 In consideration of the covenants made by the **LESSEE** contained in this Lease Agreement, the **LESSOR** hereby:

(a) leases to the **LESSEE** all of the Land Plot for a term of 50 (fifty) years from the Initial Commencement Date as defined in Article 4-03 (the "**Initial Term**"),

together with the right for the **LESSEE** and others duly authorized by the **LESSEE** of ingress to, and egress from, the Land Plot in, over and along all the Port Link Road in common with the **LESSOR** and all others so authorized by the **LESSOR** and all other persons entitled thereto, such right being only so far as is necessary and as the **LESSOR** can lawfully grant (the "**Access Right**"); and

(b) grants to the **LESSEE** the right to extend the lease of the Land Plot and the Access Right for 2 (two) consecutive periods of 10 (ten) years each (each an "**Extended Term**" and collectively the "**Extended Terms**") on the same terms and conditions, except that:

(i) no additional consideration for the Extended Terms shall be payable, the Parties hereby acknowledge and agree that the consideration for the Initial Term shall constitute good and valuable consideration for the Extended Terms;

(ii) the lease of the Land Plot for the Extended Terms shall be subject to the approval of the MIC; and

(iii) the **LESSEE** shall bear all costs and expenses associated with applying to the MIC for the Extended Terms and, upon receipt of MIC's approval, for implementing such extension.

1-02 Without prejudice to the foregoing lease of the Land Plot, the **LESSOR** further grants to the **LESSEE** the right to derive economic benefit from the disposal of any rights derived from the Project.

1-03 For the duration of the Initial Term and the Extended Terms (upon approval by MIC), the **LESSEE** shall grant the **LESSOR** and others duly authorized by the **LESSOR** of ingress to, and egress from, the Land Plot in, over and along such passage (the location, length and width to be agreed between the **LESSEE** and the **LESSOR**) for the **LESSOR** to construct and maintain a water pipeline, such right(the "**Pipeline Easement Right**") being:

(a) in common with the **LESSEE** and all others so authorized by the **LESSEE** and all other persons entitled thereto;

(b) only so far as is necessary and as the **LESSEE** can lawfully grant; and

(c) subject to the **LESSOR** and its authorized persons complying at all times with applicable laws and environmental and social requirements of the **LESSEE**.

ARTICLE II : RENT-FEES AS EQUITY CONTRIBUTION

2-01 The **LESSOR** and IFC have agreed that the total rental fee for the "Initial Term" of the Land Plot shall be United States Dollars Three Million One Hundred and Twenty Thousand US$3,120,000), US$ 0.2572 per square meter per year. for the purposes of calculating the value of the **LESSOR's** in-kind equity contribution to the **LESSEE** by entering into this Lease Agreement on the terms and conditions thereof.

2-02 On the basis that the **LESSOR** is leasing the Land Plot to the **LESSEE** as an in-kind equity contribution to the **LESSEE**, no rent, charge, premium, security deposit or any other fee whatsoever is payable by the **LESSEE** to the **LESSOR** in respect of the Initial Term and the Extended Terms.

ARTICLE III : PLACE OF BUSINESS

3-01 The place of business of the **LESSEE** shall be on the Land Plot.

ARTICLE IV : EFFECTIVE DATE OF THE LEASE

4-01 The effective date of this Lease Agreement shall be the date on which this Lease Agreement is signed by both the **LESSOR** and the **LESSEE**.

4-02 The Initial Term shall be extendable by the **LESSEE** at its option for two (2) consecutive periods of ten (10) years each by serving a written notice of extension on the **LESSOR** not less than twelve (12) months before the expiry of the Initial Term or such Extended Term, as the case may be. The **LESSOR** shall be responsible for applying to the MIC for its approval to such Extended Term and the **LESSEE** shall bear all costs and expenses of such application and, upon receipt of MIC's approval, for implementing such extension. Upon issuance of such notice of extension by the **LESSEE**, and subject to the approval of the MIC, the parties shall be deemed to have entered into a lease of the Land Plot and the Access Right and the Pipeline Easement Right for such Extended Term on the same terms and conditions as contained in this Lease Agreement, except that:

(a) in accordance with Articles1-01 and 2-02, and without prejudice to the **LESSEE's** obligation to pay for all costs and expenses of application to MIC and, upon receipt of MIC's approval, for implementing such extension, no additional rent, charge, premium, security deposit, or any other fee whatsoever by the **LESSEE** for the Extended Term(s) shall be payable;

(b) the lease agreement in respect of the first Extended Term shall include right of the **LESSEE** to extend the lease, the Access Right and the Pipeline Easement Right foran additional Extended Term pursuant to Article 1-01(b), by serving a written notice of extension on the **LESSOR** not less than twelve (12) months before the expiry of the first Extended Term; and

(c) where applicable, all references to "**Initial Term**" in this Lease Agreement shall mean the "**Extended Term**" in the lease agreement in respect of such

Extended Term(s).

4-03 The Initial Term shall commence immediately upon the **LESSOR** and the **LESSEE** receiving the MIC's approval for this Lease Agreement on the terms and conditions set out herein (the "**Initial Commencement Date**"), and the **LESSOR** shall deliver vacant possession of the Land Plot to the **LESSEE** on the Initial Commencement Date clear and free of all or any squatters, occupants or third parties' rights of possession or occupation.

ARTICLE V : LESSEE'S OBLIGATIONS AND RIGHTS

5-01 The **LESSEE** hereby covenants with the **LESSOR** for the following:

(a) to utilize the Land Plot and the Port Link Road for the Project;

(b) other than for securing any financing required for the Project, not to mortgage, assign or transfer the whole or any part of the leasehold interest hereby created, concerning the leased premises or any part thereof, without the approval of the MIC, provided always that any such mortgage, assignment or transfer shall be conducted in accordance with Myanmar Foreign Investment Law, the Myanmar Foreign Investment Rules and all other applicable notifications;

(c) to ensure that all activities relating to the Project carried out by the **LESSEE** on the Land Plot or any part thereof are in conformity with the laws, regulations and directives of the Republic of the Union of Myanmar;

(d) to be responsible for the protection as well as preservation of the environment in and around the work-site, and to be able to control pollution of air, water and land, not to cause any environmental degradation, taking necessary measures in order to make environmental protection and other treatment procedures to keep the worksite environmentally friendly;

(e) to pay for all the charges to be collected by respective authorities with respect to any services provided to the Land Plot for the purpose of the Project; and

(f) to pay all land revenues, taxes, levies, impositions and other fees imposed by any governmental, local or competent authorities on the Land Plot and the Port Link Road.

5-02 The **LESSEE**may peacefully and quietly enjoy and hold the Land Plot during the Initial Term and the Extended Terms without any interruption or disturbance of whatsoever nature by the **LESSOR** or any person lawfully claiming to represent the **LESSOR.**

5-03 The **LESSEE** may sublet, underlet, share occupation of, or grant licenses in respect of the Land Plot or any part thereof (in each case) in furtherance of the Project.

5-04 The **LESSEE** part with or share possession or occupation of the Land Plot or any part thereof

or grant third parties any rights over the Land Plot or any part thereof (in each case) in furtherance of the Project.

ARTICLE VI : LESSOR'S OBLIGATIONS

6-01 The **LESSOR** hereby covenants with the **LESSEE** for the following:

(a) the **LESSOR** shall at all times maintain the validity and effectiveness of the La Na 30 and shall not take any action or omit to take any action which may in anyway prejudice or affect the validity or effectiveness of the La Na 30, other than pursuant to the conversion of the La Na 30 to grant land at the **LESSOR's** cost and expense;

(b) the **LESSOR** shall ensure that the terms and conditions of the grant land, upon conversion of the La Na 30, shall allow in all respects the continuation of this Lease Agreement on the same terms and conditions without any interruption or interference whatsoever, and shall not in any way prejudice or affect any of the **LESSEE's** rights under this Lease Agreement;

(c) the **LESSOR** shall assist the **LESSEE** in liaising with the relevant governmental, local or competent authorities in the **LESSEE's** payment of (i) all relevant charges payable to the respective authorities with respect to any services provided to the Land Plot for the purpose of the Project, and (ii) land revenues, taxes, levies, impositions and other fees imposed by any governmental, local or competent authorities on the Land Plot and the Port Link Road;

(d) for the duration of the Initial Term and the Extended Term, the **LESSOR** shall(i) get, obtain and maintain sufficient electricity power supply / the adequate supply of all utilities from time to time required by the **LESSEE** for the Project including without limitation, electricity, water and gas, drainage, sewer and waste discharge connections, IDD telephones, internet, fax lines and telex lines (ii) get, obtain and maintain and allow the **LESSEE** to use such other facilities and infrastructure (whether on or outside the Land Plot) as may be required by the **LESSEE** for the Project and (iii) maintain the Port Link Road in good working condition, provided that the **LESSEE** shall pay its share (to be agreed between the **LESSOR** and the **LESSEE**) of the costs and expenses incurred by the **LESSOR** for obtaining, constructing and maintaining such utilities, facilities and infrastructure and the Port Link Road;

(e) the **LESSOR** is responsible at all times during the Initial Term and the Extended Terms and shall assist the **LESSEE** in getting and obtaining all requisite approvals, licences and permits from relevant authorities or bodies in Myanmar (including such approval of MIC where applicable) for the lease of

or grant third parties any rights over the Land Plot or any part thereof (in each case) in furtherance of the Project.

ARTICLE VI : LESSOR'S OBLIGATIONS

6-01 The **LESSOR** hereby covenants with the **LESSEE** for the following:

(a) the **LESSOR** shall at all times maintain the validity and effectiveness of the La Na 30 and shall not take any action or omit to take any action which may in anyway prejudice or affect the validity or effectiveness of the La Na 30, other than pursuant to the conversion of the La Na 30 to grant land at the **LESSOR's** cost and expense;

(b) the **LESSOR** shall ensure that the terms and conditions of the grant land, upon conversion of the La Na 30, shall allow in all respects the continuation of this Lease Agreement on the same terms and conditions without any interruption or interference whatsoever, and shall not in any way prejudice or affect any of the **LESSEE's** rights under this Lease Agreement;

(c) the **LESSOR** shall assist the **LESSEE** in liaising with the relevant governmental, local or competent authorities in the **LESSEE's** payment of (i) all relevant charges payable to the respective authorities with respect to any services provided to the Land Plot for the purpose of the Project, and (ii) land revenues, taxes, levies, impositions and other fees imposed by any governmental, local or competent authorities on the Land Plot and the Port Link Road;

(d) for the duration of the Initial Term and the Extended Term, the **LESSOR** shall(i) get, obtain and maintain sufficient electricity power supply / the adequate supply of all utilities from time to time required by the **LESSEE** for the Project including without limitation, electricity, water and gas, drainage, sewer and waste discharge connections, IDD telephones, internet, fax lines and telex lines (ii) get, obtain and maintain and allow the **LESSEE** to use such other facilities and infrastructure (whether on or outside the Land Plot) as may be required by the **LESSEE** for the Project and (iii) maintain the Port Link Road in good working condition, provided that the **LESSEE** shall pay its share (to be agreed between the **LESSOR** and the **LESSEE**) of the costs and expenses incurred by the **LESSOR** for obtaining, constructing and maintaining such utilities, facilities and infrastructure and the Port Link Road;

(e) the **LESSOR** is responsible at all times during the Initial Term and the Extended Terms and shall assist the **LESSEE** in getting and obtaining all requisite approvals, licences and permits from relevant authorities or bodies in Myanmar (including such approval of MIC where applicable) for the lease of

the Land Plot for the Initial Term and the Extended Terms as herein contemplated and for the Project. In this regard, the **LESSOR** shall be obliged to provide all information requested by the Government of the Republic of the Union of Myanmar in a timely and prompt manner and shall notify the **LESSEE** of the same promptly;

(f) the **LESSEE** shall have the right of exclusive use, occupation and enjoyment of the Land Plot throughout the Initial Term and Extended Terms without any interruption or disturbance of whatsoever nature by the **LESSOR**, or any person claiming under, through, or in trust for, the **LESSOR** or by title paramount;

(g) the **LESSOR** shall not enter the Land Plot for inspection or repairs or any other reason whatsoever without giving prior notice to the **LESSEE**;

(h) the **LESSOR** shall not breach, and shall at all times observe and/or comply with and perform, at the **LESSOR's** cost and expense, all the terms and conditions of the La Na 30, and all applicable laws and regulations of the Government of the Republic of Union of Myanmar and all relevant governmental, statutory or other competent authorities or bodies;

(i) for the duration of the Initial Term and the Extended Terms, the **LESSOR** shall not sell, transfer, assign or dispose of or deal in, the whole or any part of the Land Plot or the Access Right, other than to apply to MIC and the relevant government authorities to convert the Land Plot from farmland to grant land if agreed or requested by the **LESSEE** or IFC. The **LESSOR** shall not proceed with the conversion of the Land Plot unless the terms of the grant document are in all respects satisfactory to the **LESSEE** and IFC. If both parties agree to the terms of the grant document, the **LESSOR** shall submit a copy of the grant document to MIC once it has been issued. All costs and expenses associated with the conversion and for implementing the conversion shall be borne by the **LESSOR**; and

(j) the **LESSOR** shall indemnify the **LESSEE**, including but not limited to the directors and employees of the **LESSEE**, and the **LESSEE** free and harmless from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, but not limited to, reasonable attorney's fees) arising directly or indirectly, in whole or in part, out of any breach by the LESSOR of any of its obligations contained this Article 6-01.

ARTICLE VII : GOVERNING LAW

7-01 This Lease Agreement shall be read, construed, interpreted and governed, in all respects, in accordance with the laws of the Republic of the Union of Myanmar.

ARTICLE VIII : WARRANTY AND REPRESENTATION

8-01 Each of the parties represents and warrants to the other, that:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of the place of its incorporation and has the corporate power and authority to enter into this Lease Agreement and to perform its obligations in this Agreement;

(b) all corporate actions (including approvals from its board of directors and offices, as necessary) have been obtained and are sufficient for the execution and delivery of this Lease Agreement and for the performance of the obligations set forth herein and that this Lease Agreement, when executed and delivered, shall constitute a valid, legally binding and enforceable obligation;

(c) the execution, delivery and performance of this Lease Agreement will not:

(i) violate or breach any of its constitutional documents;

(ii) violate or conflict with any applicable law;

(iii) violate, breach, cause a default under or otherwise give rise to a right of termination, modification, cancellation or acceleration with respect to (presently, or with the giving of notice or the passage of time) any agreement, contract or instrument to which it is a party or by which any of its assets is substantially bound; or

(iv) result in the creation or imposition of any lien, pledge, mortgage, claim, charge, or encumbrance upon any of its assets.

8-02 Notwithstanding anything contained in this Lease Agreement to the contrary, the **LESSOR** represents and warrants that:

(a) it has and holds the entire legal and beneficial right, title, estate and interest in the Land Plot and the Port Link Road;

(b) it has the full power and authority to represent and bind Royal Hi-Tech Group Co., Ltd., in entering into this Agreement;

(c) it has not received any claim alleging any right of possession or occupation with respect to any part of the Land Plot or any use of the Port Link Road, and is not aware of the existence of any such right;

(d) no notice of expropriation or intended expropriation of the Land Plot or the Port Link Road in whole or in part has been served on it by the Government of the Republic of the Union of Myanmar or any governmental, statutory or competent authorities or bodies nor is the **LESSOR** aware of any proposed expropriation of the Land Plot or the Port Link Road in respect of which a notice has not been issued the plan/map and detailed land area description attached hereto as Appendix A are an accurate and correct description of the Land Plot and the Port Link Road;

(e) it is not aware of any facts circumstances and other information which it knows or should reasonably know relating to the Land Plot or any part thereof, the La Na 30, or the Port Link Road and which in its reasonable opinion may be regarded as being material to the **LESSEE** for the purposes stated in this Lease Agreement;

(f) it holds the La Na 30 covering all areas within the Land Plot and is in compliance with all terms and conditions binding on it under the La Na 30;

(g) it has disclosed to the **LESSEE** all facts, circumstances and other information which it knows or should reasonably know relating to the Land Plot, the La Na 30, the Port Link Road, the Access Right, the land neighbouring or adjoining the Land Plot and the Port Link Road, and which in its reasonable opinion may be regarded as being material to the **LESSEE;**

(h) apart from this Lease Agreement, it has not disposed of, agreed to dispose of, leased or granted any option to any person or company to purchase or lease any part of the Land Plot or the Port Link Road or the Access Right. Nothing in this paragraph shall affect the **LESSOR's** right to dispose of its rights or interest in the Port Link Road provided that (i) any such disposal shall not affect the continuation of the Access Right without any interruption or interference whatsoeverand (ii) the transferee is bound by the terms of this Lease Agreement with respect to the Access Right and ensures that the **LESSEE's** continues to be able to enjoy the Access Right to the full extent contemplated by this Lease Agreement;

(i) there has been no order, notice, directive or requirement issued by any governmental or local authority or body in respect of the Land Plot or the Port Link Road requiring the **LESSOR** to carry out or effect remediation or decontamination works in compliance with any environmental laws of the Republic of the Union of Myanmar;

(j) to the extent that, pursuant to its constitutional documents or the laws of the Republic of the Union of Myanmar, the approval of any third party or government authority is required to be obtained for the transactions contemplated by this Lease Agreement to proceed, then the relevant approval

has been obtained and remains valid;

(k) there are no claims, actions, suits or proceedings pending against it the outcome of which could materially and adversely affect the transactions contemplated by this Lease Agreement, and it is not subject to any order, writ, injunction, decree, judgment or award which could materially and adversely affect its ability to perform the transactions contemplated by this Lease Agreement; and

(l) no bankruptcy or insolvency action has occurred with respect to it and it is not aware of any fact, matter or circumstance that may give rise to any such actions occurring during the term of this Lease Agreement.

8-03 The representations and warranties set out in Article 8-02 are taken to be given by the **LESSOR** for every day when this Lease Agreement remains in force.

8-04 The **LESSOR** acknowledges that the **LESSEE** has entered into this Lease Agreement in reliance upon the representations, warranties and covenants contained in Articles 8-01 and 8-02.

8-05 The **LESSOR** shall indemnify and keep indemnified the **LESSEE** in full against any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred or suffered by the **LESSEE** as a result of a breach by the **LESSOR** of any of the representations, warranties and covenants contained in Articles 8-01 and 8-02.

ARTICLE IX : TERMINATION

9-01 This Lease Agreement and any subsequent and/or supplemental written agreement(s) made shall govern the parties' obligations and shall be deemed to continue in full force and effect until such time that this Lease Agreement is terminated in accordance with Article 9-02.

9-02 This Lease Agreement shall not be terminable for any reason whatsoever (including any force majeure event or any event out of the control or anticipation of either party) other than termination upon the winding up of the **LESSEE.**

9-03 Termination of the Lease Agreement shall be subject to the approval of the MIC.

ARTICLE X : RETRANSFER OF LEASED PROPERTY

10-01 Upon the determination of the lease under this Lease Agreement:

(a) at the expiry of its term, the **LESSEE** shall yield up the Land Plot together with the building(s) and structure(s) on it to the **LESSOR** on an “as is where is” basis, upon the payment by the **LESSOR** to the **LESSEE** of an amount equal to the fair market value of such building(s) and structure(s) as determined by an independent valuer appointed by the

LESSOR and the **LESSEE**, or at a value as may be otherwise agreed between the **LESSEE** and the **LESSOR**; or

(b) pursuant to Article 9-02, all the building(s) and structure(s), and other moveable properties, on the Land Plot, shall be liquidated and distributed to the creditors and shareholders of the **LESSEE** in the **LESSEE**'s winding up in accordance with Myanmar law, and the Land Plot returned to the **LESSOR** on an "as is where is" basis.

ARTICLE XI : DISPUTE RESOLUTION AND ARBITRATION

11-01 The parties shall amicably settle any claims, disputes and matters of differences between parties arising out of or connected with this Lease Agreement or arising from this Lease Agreement.

11-02 If such amicable settlement cannot be reached within sixty (60)days of the commencement of settlement negotiations, the parties agree that any dispute arising out of or in connection with this Lease Agreement, including any question as to the validity, existence or termination of this Lease Agreement, shall be referred to and finally resolved by arbitration in Myanmar conducted in English in accordance with the Arbitration Rules Myanmar Arbitration Coucil for the time being in force which rules are deemed to be incorporated by reference to this Article.

11-03 The arbitral tribunal shall consist of one arbitrator to be appointed by the Parties. If the Parties are unable to agree on the choice of arbitrator, the arbitral tribunal shall be appointed by the Myanmar Arbitration Council .

11-04 The Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal and may be made a consent award.

ARTICLE XII : FORCE MAJEURE

12-01 If either party is temporarily rendered unable wholly or partly by force majeure to perform its obligations or accept the performance of the other party under this Lease Agreement, the affected party shall give notice to the other party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such force majeure. The duties of such party as affected by some force majeure shall, with the approval of the other party, be suspended during the continuance of the disability so caused, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by force majeure.

12-02 The term, "**force majeure**" as applied herein shall mean Acts of God, restraints of a Government, strikes, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earth quakes, storms and other causes similar to the

conditions as enumerated herein which are beyond the control of either party and which, by the exercise of due care and diligence, either party is unable to overcome.

ARTICLE XIII : ASSIGNMENTS

13-01 The **LESSEE** has the right to assign, mortgage, charge or transfer its interest under this Lease Agreement toany entity providing financing for the Project, subject to the existing laws of the Republic of the Union of Myanmar and the approval of the MIC.

13-02 The **LESSOR** shall not have any right to assign, mortgage, charge or transfer its interest under this Lease Agreement to any entity or individual, local or foreign, with the consent of and on terms agreed by the **LESSEE**, subject to the existing laws of the Republic of the Union of Myanmar and the approval of the MIC.

ARTICLE XIV : MINERAL RESOURCES AND TREASURES

14-01 Mineral resources, treasures, gems and other natural resources, discovered unexpectedly from, in or under the Land Plot during the term of this Lease Agreement, shall be the property of the Government of the Republic of the Union of Myanmar and the said Government shall be at liberty to excavate the aforesaid finds from the Land Plot at any time, in accordance with laws, rules and regulations of the Republic of the Union of Myanmar.

ARTICLE XV : NOTICE

15-01 All notices, requests or demands to or other correspondence under and in connection with this Lease Agreement shall be in writing, in the English language and, unless otherwise expressly provided, sent by one party and addressed to the other party at their respective addresses, at its facsimile number or at its electronic mail address. For purposes of the parties to this Lease Agreement, their respective addresses, facsimile numbers and electronic mail addresses are set forth below:

(a) **MR TUN TUN AUNG**

Address: Shwe Nan Oo Chan
Block 417 Nan Oo Lane Between (19th and 20th Street) and (65th and 66th Street)
Ahnatetaw Yark, Aung Myae Thar Zan Township,
Mandalay, Myanmar

Tel. No.: +95 02 65958

Fax No.: +95 02 73088

E-mail: jackhong1970@gmail.com
jackhong@mmidproject.com

(b) **MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD**

Address: No. 514/8, Between 59th and 60thStreet, 26th Road,
Aung Myae Thar ZanTownship,
Mandalay, Myanmar

Tel. No.: +95 02 65958

Fax No.: +95 02 73088

E-mail: jackhong1970@gmail.com
jackhong@mmidproject.com

Attention: Mr. Tun Tun Aung

(c) **MSMP INTERNATIONAL CO., LTD.**

Address: No. 514/8, Between 59th and 60thStreet, 26th Road,
Aung Myae Thar ZanTownship,
Mandalay, Myanmar

Tel. No.: +95 02 65958

Fax No.: +95 02 73088

E-mail: jackhong1970@gmail.com
jackhong@mmidproject.com

Attention: Mr. Tun Tun Aung

15-02 Each notice, request or demand shall be deemed effective:

(a) If by personal delivery, when received;

(b) If by mail, on the date ten (10) days after being deposited in the post office, registered first class, postage pre first class, postage prepaid (airmail, if international);

(c) If by facsimile or electronic mail, when transmitted, in each case addressed as specified herein.

Any facsimile or email shall be confirmed in writing within three (3) business days of dispatch, but the failure in any instance to so confirm shall not render the facsimile or email notice defective.

ARTICLE XVI : CONFIDENTIALITY

16-01 During the term of this Lease Agreement, each party ("**Receiving Party**") may learn of or acquire confidential information on the other party and/or their respective affiliates ("**Concerned Party**"):

(a) relating to or concerning its businesses, assets, operations, affairs and other condition (including to research, development work, studies, analysis, evaluations, trade secrets, materials, inventions, systems, works in progress, business plans, marketing plans, business methods and procedures);

(b) relating to or concerning its actual or prospective clients, business contacts of, or persons having business dealings with it, and/or relating to or concerning its businesses, assets, operations, affairs and other condition; or

(c) which had in turn been acquired by the Concerned Party under obligations of confidentiality owed to any person.

16-02 Subject to Article 16.01, all such information referred to above and the terms of this Lease Agreement shall be collectively referred to as "**Confidential Information**", save that information within the public domain or which is or becomes publicly known through no wrongful act or default by the Receiving Party shall not be deemed to be Confidential Information.

16-03 The Receiving Party agrees not to disclose any Confidential Information of the Concerned Party to any person or to use any Confidential Information for any purpose whatsoever except:

(a) with the prior written consent of the Concerned Party; or

(b) to such of its directors, employees, agents, consultants and professional advisors whose duties will require them to possess such Confidential Information; or

(c) as required pursuant to law or an order of court, or the requirements of any stock exchange.

16-04 Each party shall procure that each of its directors, employees, agents, consultants and professional advisors to whom it makes disclosure shall comply with the provisions of this Article 16.

16-05 The obligations contained in this Article 16 shall survive the termination of this Lease Agreement.

ARTICLE XVII : GENERAL PROVISIONS

17-01 If one or more of the provisions of this Lease Agreement shall be held invalid, illegal or unenforceable, the remaining provisions contained herein shall remain and shall be given full

force and effect.

17-02 This Lease Agreement is in English language only, which language shall be controlling in all respects. All versions of this Lease Agreement in any other language apart from the English language have been prepared solely for the convenience of the parties.

17-03 All communications, reports, plans financial statements and notices to be prepared or given pursuant to the Lease Agreement shall be given or prepared in the English language.

17-04 Upon execution, this Lease Agreement shall constitute a valid and binding obligation of each party enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting creditor's rights generally or by general equitable principles.

17-05 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Lease Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Lease Agreement are cumulative and not exclusive of any rights or remedies provided by law, in equity, by statute or otherwise. Any party may release or compromise a specific liability hereunder of another party or grant to such other party time or other indulgence without affecting all other rights and remedies that it may have against such other party.

17-06 The parties shall each perform such acts, execute and deliver such instruments and documents and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Lease Agreement.

17-07 This Lease Agreement may only be amended, modified or supplemented upon mutual consent of the parties and only by a written instrument specifically referring thereto that is signed and delivered by each party. Such amendments are subject to the approval of the MIC

17-08 This Lease Agreement shall not constitute a party as the legal representative or agent of the other party for any purpose whatsoever, nor shall a party have any right or authority to assume, create or incur in any manner any obligation or liability of any kind or nature, express or implied against, or in the name or on behalf of the other parties.

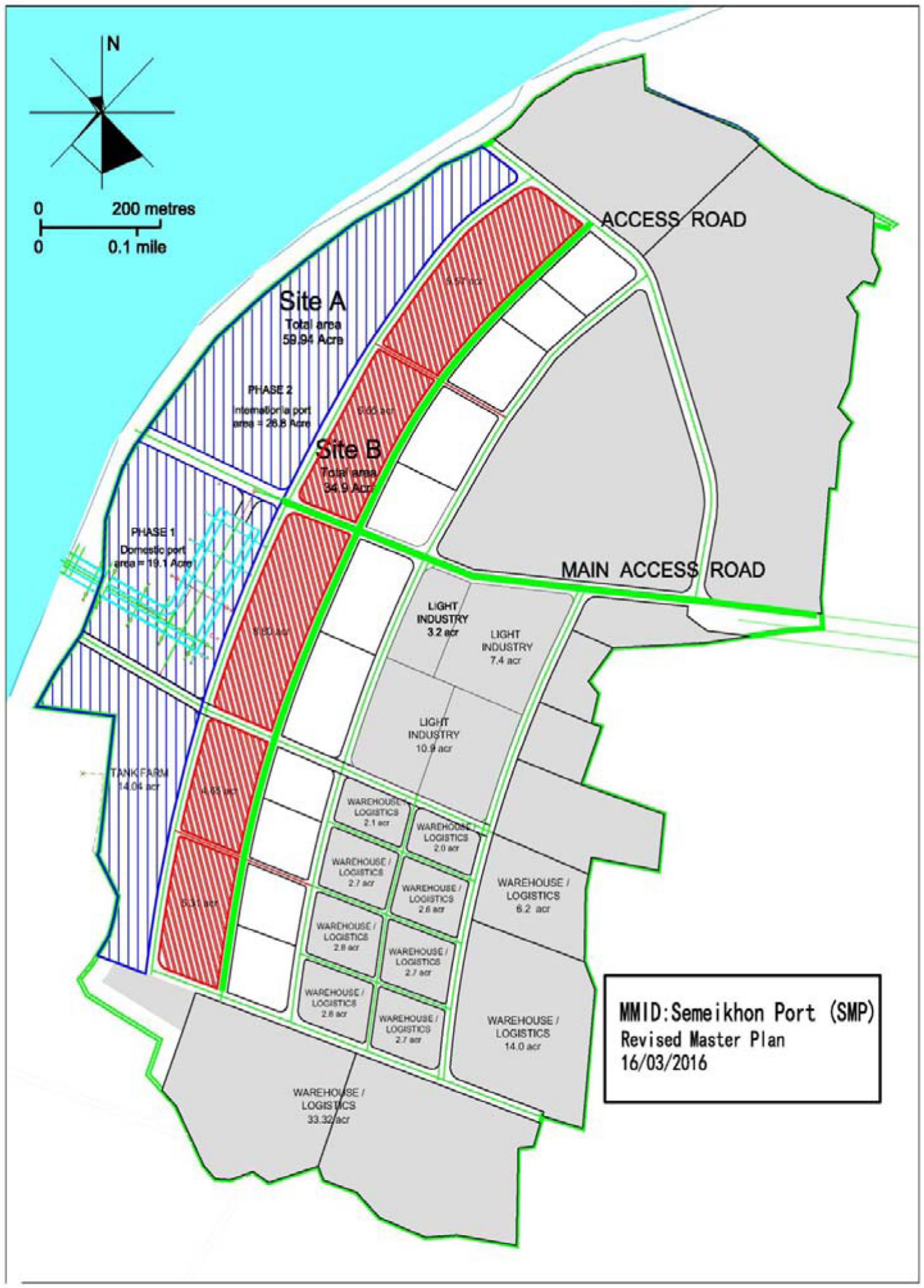
17-09 Except as expressly stated in this Lease Agreement or otherwise agreed upon by the parties, the **LESSEE** shall bear the costs and expenses (including attorney's fees) incurred in connection with the negotiation and preparation of this Lease Agreement and in the performance or consummation of the transactions contemplated hereby.

17-10 This Lease Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same document. Signatures may be exchanged by facsimile, with original signatures to follow. Each party agrees to be bound by

its own facsimile signature and that it accepts the facsimile signature of the other party.

APPENDIX A

FIELD, LAND PLOT (SITE A) AND PORT LINK ROAD (MAIN ACCESS ROAD)



IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

LESSOR

MR TUN TUN AUNG

____

Name: Mr Tun Tun Aung

NRD No: 9/Ma Ya Ma (Naing) 054098

MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD.

____

Name:

Identification/Passport No:

Designation

Witnessed by:

____

Name:

Identification/Passport No:

Designation:

LESSEE

MSMP INTERNATIONAL CO., lTD

____

Name:

Identification/Passport No:

Designation:

Witnessed by:

____

Name:

Identification/Passport No:

Designation:

ACKNOWLEDGED AND AGREED BY THE PARTY BELOW whohas set its hands and affixed its seal hereunder on the Day, the Month and the Year first above written.

ROYAL HI-TECH GROUP CO., LTD_________________________________

Name:

Identification/Passport No:

Designation:

Witnessed by:

____

Name:

Identification/Passport No:

Designation:

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့

စာအမှတ်၊ ၁၅/ လယ-၃၀ (၂၅၄ / ၂၀၁၄)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ နိုဝင်ဘာလ (၁၁)ရက်

အကြောင်းအရာ။ လယ်မြေအား အခြားနည်းဖြင့် အသုံးပြုရန် ခွင့်ပြုမိန့် (ပုံစံ-၁၅)များ ပေးပို့ခြင်း

၁။ ဦးထွန်းထွန်းအောင်၊ အမှတ်(၂၃) (၆၄) လမ်း၊ (၂၆) (၂၇) လမ်းကြား၊ ချမ်းအေးသာဇံမြို့နယ်၊ မန္တလေးတိုင်းဒေသကြီးမှ ဆီမီးခုံကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၅-က)၊ ဈေးတန်းအနောက်ကွင်းအတွင်းရှိ လယ်မြေဧရိယာ (၂၁၇.၃၃)ဧကကို အခြားနည်းဖြင့် အသုံးပြုရန် လျှောက်ထားလာမှုအပေါ် မန္တလေးတိုင်းဒေသကြီး လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၁၁.၁၂.၂၀၁၃) ရက်စွဲပါစာအမှတ်၊ ၁၇၂/လယ-၁၀(မတလ) ဖြင့် ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့သို့ ပေးပို့တင်ပြလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ လယ်ယာမြေကို အခြားနည်းဖြင့် အသုံးပြုရန် လျှောက်ထားချက်နှင့် စပ်လျဉ်း၍ လယ်ယာမြေဥပဒေပုဒ်မ ၃၀ (က) အရ ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၂၆.၆.၂၀၁၄)ရက်နေ့ အစည်းအဝေးအမှတ်စဉ် (၅/၂၀၁၄) ဆုံးဖြတ်ချက်အပိုဒ် ၁၄၊ အပိုဒ်ခွဲ(ခ) အရ ခွင့်ပြုရန် သဘောတူပြီးဖြစ်ပါသဖြင့် လယ်မြေအား အခြားနည်းဖြင့် အသုံးပြုရန် ခွင့်ပြုမိန့် (ပုံစံ - ၁၅) ကို ဤစာနှင့်အတူ ပူးတွဲလျက်ပေးပို့ပါသည်။

၃။ လယ်ယာမြေအား အခြားနည်းအသုံးပြုခွင့်ရရှိသူအနေဖြင့် လယ်ယာမြေဥပဒေပုဒ်မ ၃၁၊ နည်းဥပဒေ ၉၁ ပါ ပြဋ္ဌာန်းချက်များနှင့်အညီ တိကျစွာ လိုက်နာဆောင်ရွက်သွားပါရန် အကြောင်းကြားအပ်ပါသည်။

သတိုးအောင်

အတွင်းရေးမှူး

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့

<u>ဦးထွန်းထွန်းအောင်</u>

<u>အမှတ်(၂၃)(၆၄)လမ်း၊ (၂၆) (၂၇)လမ်းကြား</u>

<u>ချမ်းအေးသာဇံမြို့နယ်၊</u>

<u>မန္တလေးတိုင်းဒေသကြီး</u>

မိတ္တူ

မန္တလေးတိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့

မန္တလေးတိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာန

မြင်းခြံခရိုင်မြေစာရင်းဦးစီးဌာန

မြင်းခြံမြို့နယ်မြေစာရင်းဦးစီးဌာန (မြေအသုံးချမှုစာရင်းများ၊စာရင်းမြေပုံတွင် ပြောင်းလဲမှတ်သားနိုင်ရန် အကြောင်းကြားချက်ဖြင့် ပေးပို့ပါသည်။)

လက်ခံ။

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
လယ်မြေအား အခြားနည်းဖြင့်အသုံးပြုရန် ခွင့်ပြုမိန့်

မန္တလေး တိုင်းဒေသကြီး/ပြည်နယ်၊ မန္တလေး ခရိုင်၊ ချမ်းအေးသာစံ မြို့နယ်၊ (၂၆ - ၂၇)လမ်းကြား ရပ်ကွက်/ ကျေးရွာအုပ်စုနေ ဦး အောင်ဝင်း(ခ)အောင်ဝင်းနိုင် ၏ သား/ သမီး ဦး/ဒေါ်/ အဖွဲ့အစည်း ဦးထွန်းထွန်းအောင်၊ နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကတ်အမှတ် ၉/မရမ (နိုင်) ၀၅၄၀၉၈ အား လယ်ယာမြေဥပဒေပုဒ်မ ၂၉ နှင့် ၃၀ တို့အရ အောက်ဖော်ပြပါ လယ်မြေကို သတ်မှတ်ထားသည့် စည်းကမ်းချက်များနှင့်အညီ အခြားနည်းဖြင့်အသုံးပြုခွင့်ပြုလိုက်သည်။

အခြားနည်းအသုံးပြုခွင့်ပြုသည့် လယ်မြေအကြောင်းအရာ
မန္တလေး ၊ တိုင်းဒေသကြီး/ပြည်နယ်၊ မြင်းခြံ ခရိုင်၊ မြင်းခြံ မြို့နယ်

စဉ်	ရပ်ကွက်/ ကျေးရွာ အုပ်စု	ကွင်း/ အကွက် အမှတ်နှင့် အမည်	ဦးပိုင် အမှတ်	မြေမျိုး	ခွင့်ပြုသည့် ဧရိယာ		ခွင့်ပြုသည့်နည်းလမ်း	မှတ်ချက်
					ဧက	ဒသမ		
၁	၂	၃	၄	၅	၆	၇	၈	၉
	ဆီမီးခုံ	၅-က ဈေးတန်းအနောက်ကွင်း	ဦးပိုင် ပေါင်း (၂၉၉)	လယ်	၂၁၇	၃၃	ဆီမီးခုံသဘော ဆိပ်ကမ်း တည်ဆောက်ရန်	
					၂၁၇	၃၃		

သက်သေခမြေပုံပူးတွဲထားပါသည်။

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၂၆ - ၆ - ၂၀၁၄)ရက်နေ့ အစည်းအဝေး အမှတ်စဉ် (၅/ ၂၀၁၄) ဆုံးဖြတ်ချက်အမှတ် ၁၄(ခ) အရ လက်မှတ်ရေးထိုးထုတ်ပေးခြင်းဖြစ်သည်။

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့ နေပြည်တော်
စာအမှတ်
ရုံးတံဆိပ်
နေ့စွဲ

(----------------)
အတွင်းရေးမှူး
ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
နေပြည်တော်

စာအမှတ်၊ ၁၅/ လယ-၃၀ (၀၅၉ /၂၀၁၄)
ရက်စွဲ၊၂၀၁၄ ခုနှစ်၊ နိုဝင်ဘာလ (၁၁) ရက်

ပုံစံ-၁၅(က)

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
လယ်မြေမှတစ်ပါး လယ်ယာမြေအား အခြားနည်းအသုံးပြုရန် ခွင့်ပြုမိန့်

မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးခရိုင်၊ ချမ်းအေးသာစံမြို့နယ်၊ အမှတ်(၂၃)၊(၆၄)လမ်း၊ (၂၆×၂၇)ကြားနေ ဦးအောင်ဝင်းခိုင်၏ သား ဦးထွန်းထွန်းအောင်(၉/မရမ(နိုင်)၁၅၄၀၉၈)အား လယ်ယာမြေဥပဒေပုဒ်မ ၃၀(ခ)အရ အောက်ဖော်ပြပါ လယ်မြေမှတစ်ပါး လယ်ယာမြေကို သတ်မှတ်ထားသည့် စည်းကမ်းချက်များနှင့်အညီ အခြားနည်းအသုံးပြုခွင့်ပြုလိုက်သည်။

အခြားနည်းအသုံးပြုခွင့်ပြုသည့် လယ်မြေမှတစ်ပါး လယ်ယာမြေအကြောင်းအရာ
မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်

စဉ်	ရပ်ကွက်/ ကျေးရွာ အုပ်စု	ကွင်း/ အကွက် အမှတ်နှင့် အမည်	ဦးပိုင် အမှတ်	မြေမျိုး	ခွင့်ပြုသည့် ဧရိယာ		ခွင့်ပြုသည့်နည်းလမ်း	မှတ်ချက်
					ဧက	ဒသမ		
၁	၂	၃	၄	၅	၆	၇	၈	၉
၁	ဆီမီးခုံ	၅-က ဈေးတန်း အနောက်	ဦးပိုင် ပေါင်း (၂၄၈)	ယာမြေ	၁၅၄	၅၃	သဘောဲဆိပ်ကမ်းမြေ	ခွင့်ပြုသည့် နေ့မှ(၆)လ အတွင်း အသုံးမပြု လျှင် ပြန် လည်သိမ်းယူ နိုင်သည်။
				ပေါင်း	၁၅၄	၅၃		

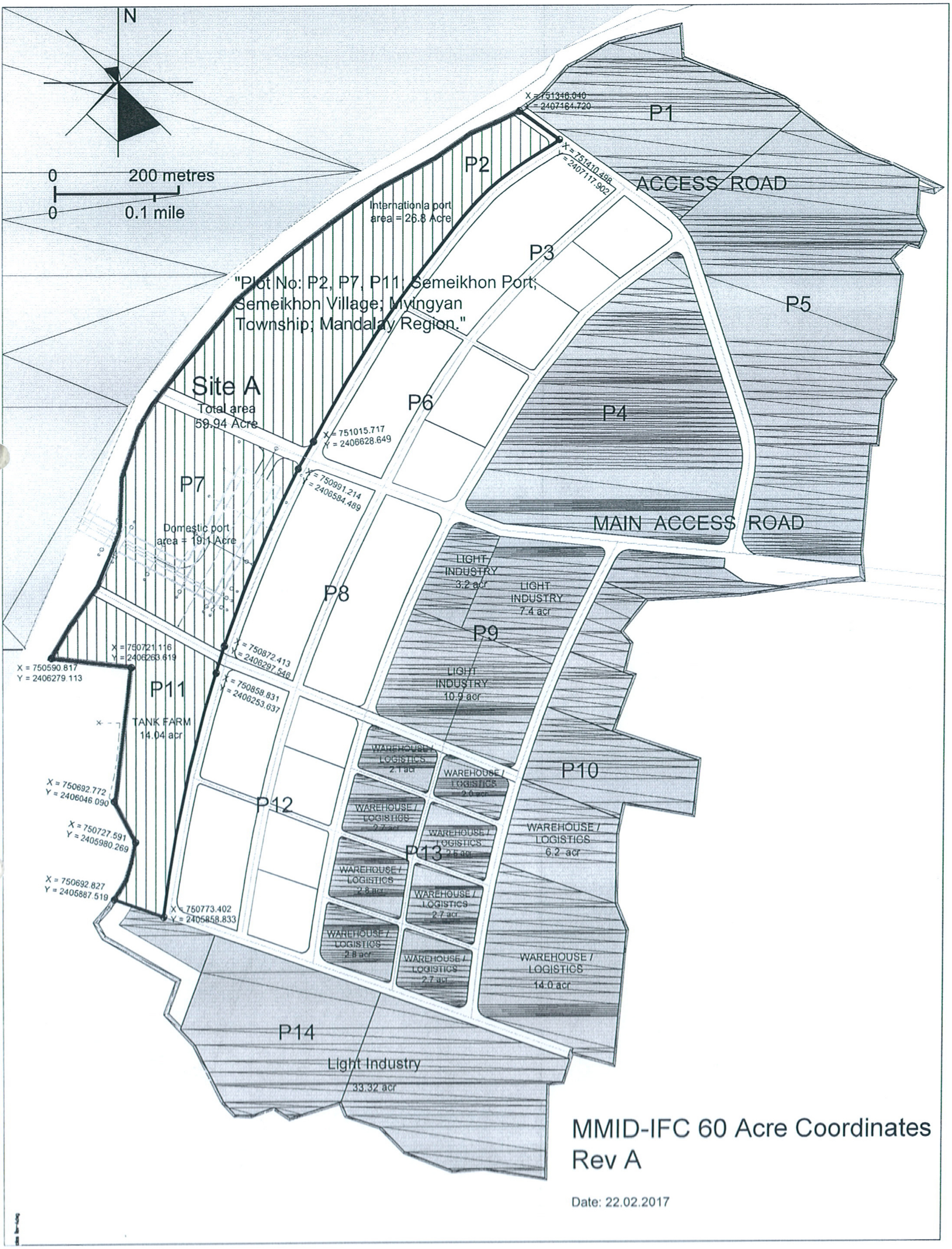
သက်သေခံမြေပုံပူးတွဲထားပါသည်။

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ (၁၂-၁၂-၂၀၁၃)ရက်နေ့ အစည်းအဝေးအမှတ်စဉ် (၅၅/၂၀၁၃)ဆုံးဖြတ်ချက်အမှတ်-၁၀၉(ည)အရ လက်မှတ်ရေးထိုး ထုတ်ပေးခြင်းဖြစ်သည်။

(အုန်းလွင်)
အတွင်းရေးမှူး
မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
မန္တလေးမြို့

ရုံးတံဆိပ်

စာအမှတ်၊ ၂/၃-၃/၇ ဦး ၆ (၀၀၉)
ရက် စွဲ ၊ ၂၀၁၃ခုနှစ်၊ ဒီဇင်ဘာလ ၃၁ ရက်



N
0 200 metres
0 0.1 mile
P1
P2
P3
P4
P5
P6
P7
P8
P9
P10
P11
P12
P13
P14
ACCESS ROAD
MAIN ACCESS ROAD
Internationa port area = 26.8 Acre
"Plot No: P2, P7, P11; Semeikhon Port; Semeikhon Village; Myingyan Township; Mandalay Region."
Site A
Total area 59.94 Acre
Domestic port area = 19.1 Acre
TANK FARM 14.04 acr
LIGHT INDUSTRY 3.2 acr
LIGHT INDUSTRY 7.4 acr
LIGHT INDUSTRY 10.9 acr
WAREHOUSE / LOGISTICS 6.2 acr
WAREHOUSE / LOGISTICS 14.0 acr
Light Industry 33.32 acr
X = 751346.040 Y = 2407164.720
X = 751410.498 Y = 2407117.902
X = 751015.717 Y = 2406628.649
X = 750991.214 Y = 2406584.489
X = 750872.413 Y = 2406297.546
X = 750858.831 Y = 2406253.637
X = 750721.116 Y = 2406263.619
X = 750590.817 Y = 2406279.113
X = 750692.772 Y = 2406046.090
X = 750727.591 Y = 2405980.269
X = 750692.827 Y = 2405887.519
X = 750773.402 Y = 2405858.833
MMID-IFC 60 Acre Coordinates
Rev A
Date: 22.02.2017

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INTERNATIONAL FINANCE CORPORATION

Articles of Agreement

(As amended through June 27, 2012)

Washington, D.C.

INTERNATIONAL FINANCE CORPORATION

ARTICLES OF AGREEMENT

(As amended through June 27, 2012)

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INTERNATIONAL FINANCE CORPORATION

ARTICLES OF AGREEMENT

(As amended through June 27, 2012)

The Governments on whose behalf this Agreement is signed agree as follows:

INTRODUCTORY ARTICLE

The International Finance Corporation (hereinafter called the Corporation) is established and shall operate in accordance with the following provisions:

ARTICLE I

Purpose

The purpose of the Corporation is to further economic development by encouraging the growth of productive private enterprise in member countries, particularly in the less developed areas, thus supplementing the activities of the International Bank for Reconstruction and Development (hereinafter called the Bank). In carrying out this purpose, the Corporation shall:

(i) in association with private investors, assist in financing the establishment, improvement and expansion of productive private enterprises which would contribute to the development of its member countries by making investments, without guarantee of repayment by the member government concerned, in cases where sufficient private capital is not available on reasonable terms;

(ii) seek to bring together investment opportunities, domestic and foreign private capital, and experienced management; and

(iii) seek to stimulate, and to help create conditions conducive to, the flow of private capital, domestic and foreign, into productive investment in member countries.

The Corporation shall be guided in all its decisions by the provisions of this Article.

ARTICLE II

Membership and Capital

SECTION 1. *Membership*

(a) The original members of the Corporation shall be those members of the Bank listed in Schedule A hereto which shall, on or before the date specified in Article IX, Section 2 (c), accept membership in the Corporation.

(b) Membership shall be open to other members of the Bank at such times and in accordance with such terms as may be prescribed by the Corporation.

SECTION 2. *Capital Stock*

(a) The authorized capital stock of the Corporation shall be $100,000,000, in terms of United States dollars[1].

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[1] *As of June 27, 2012, the authorized capital stock of the Corporation had been increased to $2,580,000,000 divided into 2,580,000 shares of $1,000 each.*

(b) The authorized capital stock shall be divided into 100,000 shares having a par value of one thousand United States dollars each. Any such shares not initially subscribed by original members shall be available for subsequent subscription in accordance with Section 3 (d) of this Article.

(c) The amount of capital stock at any time authorized may be increased by the Board of Governors as follows:

(i) by a majority of the votes cast, in case such increase is necessary for the purpose of issuing shares of capital stock on initial subscription by members other than original members, provided that the aggregate of any increases authorized pursuant to this subparagraph shall not exceed 10,000 shares;

Amended April 28, 1993

(ii) In any other case, by a four-fifths majority of the total voting power[2].

(d) In case of an increase authorized pursuant to paragraph (c)(ii) above, each member shall have a reasonable opportunity to subscribe, under such conditions as the Corporation shall decide, to a proportion of the increase of stock equivalent to the proportion which its stock theretofore subscribed bears to the total capital stock of the Corporation, but no member shall be obligated to subscribe to any part of the increased capital.

(e) Issuance of shares of stock, other than those subscribed either on initial subscription or pursuant to paragraph (d) above, shall require a three-fourths majority of the total voting power.

(f) Shares of stock of the Corporation shall be available for subscription only by, and shall be issued only to, members.

SECTION 3. *Subscriptions*

(a) Each original member shall subscribe to the number of shares of stock set forth opposite its name in Schedule A. The number of shares of stock to be subscribed by other members shall be determined by the Corporation.

(b) Shares of stock initially subscribed by original members shall be issued at par.

(c) The initial subscription of each original member shall be payable in full within 30 days after either the date on which the Corporation shall begin operations pursuant to Article IX, Section3 (b), or the date on which such original member becomes a member, whichever shall be later, or at such date thereafter as the Corporation shall determine. Payment shall be made in gold or United States dollars in response to a call by the Corporation which shall specify the place or places of payment.

(d) The price and other terms of subscription of shares of stock to be subscribed, otherwise than on initial subscription by original members, shall be determined by the Corporation.

SECTION 4. *Limitation on Liability*

No member shall be liable, by reason of its membership, for obligations of the Corporation.

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[2] *Original Text: (ii) in any other case, by a three-fourths majority of the total voting power.*

SECTION 5. *Restriction on Transfers and Pledges of Shares*

Shares of stock shall not be pledged or encumbered in any manner whatever, and shall be transferable only to the Corporation.

ARTICLE III

Operations

SECTION 1. *Financing Operations*

The Corporation may make investments of its funds in productive private enterprises in the territories of its members. The existence of a government or other public interest in such an enterprise shall not necessarily preclude the Corporation from making an investment therein.

SECTION 2. *Forms of Financing*[3]

Amended September 21, 1961

The Corporation may make investments of its funds in such form or forms as it may deem appropriate in the circumstances.

SECTION 3. *Operational Principles*

The operations of the Corporation shall be conducted in accordance with the following principles:

(i) the Corporation shall not undertake any financing for which in its opinion sufficient private capital could be obtained on reasonable terms;

(ii) the Corporation shall not finance an enterprise in the territories of any member if the member objects to such financing;

(iii) the Corporation shall impose no conditions that the proceeds of any financing by it shall be spent in the territories of any particular country;

(iv) the Corporation shall not assume responsibility for managing any enterprise in which it has invested and shall not exercise voting rights for such purpose or for any other purpose which, in its opinion, properly is within the scope of managerial control[4];

Amended September 21, 1961

(v) the Corporation shall undertake its financing on terms and conditions which it considers appropriate, taking into account the requirements of the enterprise, the risks being undertaken by the Corporation and the terms and conditions normally obtained by private investors for similar financing;

(vi) the Corporation shall seek to revolve its funds by selling its investments to private investors whenever it can appropriately do so on satisfactory terms;

(vii) the Corporation shall seek to maintain a reasonable diversification in its investments.

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[3] *Original Text:*
(a) The Corporation's financing shall not take the form of investments in capital stock. Subject to the foregoing, the Corporation may make investments of its funds in such form or forms as it may deem appropriate in the circumstances, including (but without limitation) investments according to the holder thereof the right to participate in earnings and the right to subscribe to, or to convert the investment into, capital stock.
(b)The Corporation shall not itself exercise any right to subscribe to, or to convert any investment into, capital stock.

[4] *Original Text:*
(iv) The Corporation shall not assume responsibility for managing any enterprise in which it has invested;

SECTION 4. *Protection of Interests*

Nothing in this Agreement shall prevent the Corporation, in the event of actual or threatened default on any of its investments, actual or threatened insolvency of the enterprise in which such investment shall have been made, or other situations which, in the opinion of the Corporation, threaten to jeopardize such investment, from taking such action and exercising such rights as it may deem necessary for the protection of its interests.

SECTION 5. *Applicability of Certain Foreign Exchange Restrictions*

Funds received by or payable to the Corporation in respect of an investment of the Corporation made in any member's territories pursuant to Section 1 of this Article shall not be free, solely by reason of any provision of this Agreement, from generally applicable foreign exchange restrictions, regulations and controls in force in the territories of that member.

SECTION 6. *Miscellaneous Operations*

In addition to the operations specified elsewhere in this Agreement, the Corporation shall have the power to:

(i) borrow funds, and in that connection to furnish such collateral or other security therefor as it shall determine; provided, however, that before making a public sale of its obligations in the markets of a member, the Corporation shall have obtained the approval of that member and of the member in whose currency the obligations are to be denominated; if and so long as the Corporation shall be indebted on loans from or guaranteed by the Bank, the total amount outstanding of borrowings incurred or guarantees given by the Corporation shall not be increased if, at the time or as a result thereof, the aggregate amount of debt (including the guarantee of any debt) incurred by the Corporation from any source and then outstanding shall exceed an amount equal to four times its unimpaired subscribed capital and surplus[5];

(ii) invest funds not needed in its financing operations in such obligations as it may determine and invest funds held by it for pension or similar purposes in any marketable securities, all without being subject to the restrictions imposed by other sections of this Article;

(iii) guarantee securities in which it has invested in order to facilitate their sale;

(iv) buy and sell securities it has issued or guaranteed or in which it has invested;

(v) exercise such other powers incidental to its business as shall be necessary or desirable in furtherance of its purposes.

SECTION 7. *Valuation of Currencies*

Whenever it shall become necessary under this Agreement to value any currency in terms of the value of another currency, such valuation shall be as reasonably determined by the Corporation after consultation with the International Monetary Fund.

SECTION 8. *Warning to be Placed on Securities*

Every security issued or guaranteed by the Corporation shall bear on its face a conspicuous statement to the effect that it is not an obligation of the Bank or, unless expressly stated on the security, of any government.

[5] *Last clause added by amendment effective September 1, 1965.*

SECTION 9. *Political Activity Prohibited*

The Corporation and its officers shall not interfere in the political affairs of any member; nor shall they be influenced in their decisions by the political character of the member or members concerned. Only economic considerations shall be relevant to their decisions, and these considerations shall be weighed impartially in order to achieve the purposes stated in this Agreement.

ARTICLE IV

Organization and Management

SECTION 1. *Structure of the Corporation*

The Corporation shall have a Board of Governors, a Board of Directors, a Chairman of the Board of Directors, a President and such other officers and staff to perform such duties as the Corporation may determine.

SECTION 2. *Board of Governors*

(a) All the powers of the Corporation shall be vested in the Board of Governors.

(b) Each Governor and Alternate Governor of the Bank appointed by a member of the Bank which is also a member of the Corporation shall *ex officio* be a Governor or Alternate Governor, respectively, of the Corporation. No Alternate Governor may vote except in the absence of his principal. The Board of Governors shall select one of the Governors as Chairman of the Board of Governors. Any Governor or Alternate Governor shall cease to hold office if the member by which he was appointed shall cease to be a member of the Corporation.

(c) The Board of Governors may delegate to the Board of Directors authority to exercise any of its powers, except the power to:

(i) admit new members and determine the conditions of their admission;

(ii) increase or decrease the capital stock;

(iii) suspend a member;

(iv) decide appeals from interpretations of this Agreement given by the Board of Directors;

(v) make arrangements to cooperate with other international organizations (other than informal arrangements of a temporary and administrative character);

(vi) decide to suspend permanently the operations of the Corporation and to distribute its assets;

(vii) declare dividends;

(viii) amend this Agreement.

(d) The Board of Governors shall hold an annual meeting and such other meetings as may be provided for by the Board of Governors or called by the Board of Directors.

(e) The annual meeting of the Board of Governors shall be held in conjunction with the annual meeting of the Board of Governors of the Bank.

(f) A quorum for any meeting of the Board of Governors shall be a majority of the Governors, exercising not less than two-thirds of the total voting power.

(g) The Corporation may by regulation establish a procedure whereby the Board of Directors may obtain a vote of the Governors on a specific question without calling a meeting of the Board of Governors.

(h) The Board of Governors, and the Board of Directors to the extent authorized, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Corporation.

(i) Governors and Alternate Governors shall serve as such without compensation from the Corporation.

SECTION 3. *Voting*

(a) The voting power of each member shall be equal to the sum of its basic votes and share votes.

Amended June 27, 2012

(i) The basic votes of each member shall be the number of votes that results from the equal distribution among all members of 5.55 percent of the aggregate sum of the voting power of all members, provided that there shall be no fractional basic votes.

(ii) The share votes of each member shall be the number of votes that results from the allocation of one vote for each share of stock held.[6]

(b) Except as otherwise expressly provided, all matters before the Corporation shall be decided by a majority of the votes cast.

SECTION 4. *Board of Directors*

(a) The Board of Directors shall be responsible for the conduct of the general operations of the Corporation, and for this purpose shall exercise all the powers given to it by this Agreement or delegated to it by the Board of Governors.

(b) The Board of Directors of the Corporation shall be composed *ex officio* of each Executive Director of the Bank who shall have been either (i) appointed by a member of the Bank which is also a member of the Corporation, or (ii) elected in an election in which the votes of at least one member of the Bank which is also a member of the Corporation shall have counted toward his election. The Alternate to each such Executive Director of the Bank shall *ex officio* be an Alternate Director of the Corporation. Any Director shall cease to hold office if the member by which he was appointed, or if all the members whose votes counted toward his election, shall cease to be members of the Corporation.

(c) Each Director who is an appointed Executive Director of the Bank shall be entitled to cast the number of votes which the member by which he was so appointed is entitled to cast in the Corporation. Each Director who is an elected Executive Director of the Bank shall be entitled to cast the number of votes which the member or members of the Corporation whose votes counted toward his election in the Bank are entitled to cast in the Corporation. All the votes

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[6] *Original text:*

(a) Each member shall have two hundred fifty votes plus one additional vote for each share of stock held.

which a Director is entitled to cast shall be cast as a unit.

(d) An Alternate Director shall have full power to act in the absence of the Director who shall have appointed him. When a Director is present, his Alternate may participate in meetings but shall not vote.

(e) A quorum for any meeting of the Board of Directors shall be a majority of the Directors exercising not less than one-half of the total voting power.

(f) The Board of Directors shall meet as often as the business of the Corporation may require.

(g) The Board of Governors shall adopt regulations under which a member of the Corporation not entitled to appoint an Executive Director of the Bank may send a representative to attend any meeting of the Board of Directors of the Corporation when a request made by, or a matter particularly affecting, that member is under consideration.

SECTION 5. *Chairman, President and Staff*

(a) The President of the Bank shall be *ex officio* Chairman of the Board of Directors of the Corporation, but shall have no vote except a deciding vote in case of an equal division. He may participate in meetings of the Board of Governors but shall not vote at such meetings.

(b) The President of the Corporation shall be appointed by the Board of Directors on the recommendation of the Chairman. The President shall be chief of the operating staff of the Corporation. Under the direction of the Board of Directors and the general supervision of the Chairman, he shall conduct the ordinary business of the Corporation and under their general control shall be responsible for the organization, appointment and dismissal of the officers and staff. The President may participate in meetings of the Board of Directors but shall not vote at such meetings. The President shall cease to hold office by decision of the Board of Directors in which the Chairman concurs.

(c) The President, officers and staff of the Corporation, in the discharge of their offices, owe their duty entirely to the Corporation and to no other authority. Each member of the Corporation shall respect the international character of this duty and shall refrain from all attempts to influence any of them in the discharge of their duties.

(d) Subject to the paramount importance of securing the highest standards of efficiency and of technical competence, due regard shall be paid, in appointing the officers and staff of the Corporation, to the importance of recruiting personnel on as wide a geographical basis as possible.

SECTION 6. *Relationship to the Bank*

Amended September 1, 1965

(a) The Corporation shall be an entity separate and distinct from the Bank and the funds of the Corporation shall be kept separate and apart from those of the Bank[7]. The provisions of this Section shall not prevent the Corporation from making arrangements with the Bank regarding facilities, personnel and services and arrangements for reimbursement of administrative expenses paid in the first instance by either organization on behalf of the other.

(b) Nothing in this Agreement shall make the Corporation liable for the acts or obligations of the Bank, or the Bank liable for the acts or obligations of the Corporation.

[7] *Original Text included the following: "The Corporation shall not lend to or borrow from the Bank."*

SECTION 7. *Relations with other International Organizations*

The Corporation, acting through the Bank, shall enter into formal arrangements with the United Nations and may enter into such arrangements with other public international organizations having specialized responsibilities in related fields.

SECTION 8. *Location of Offices*

The principal office of the Corporation shall be in the same locality as the principal office of the Bank. The Corporation may establish other offices in the territories of any member.

SECTION 9. *Depositories*

Each member shall designate its central bank as a depository in which the Corporation may keep holdings of such member's currency or other assets of the Corporation or, if it has no central bank, it shall designate for such purpose such other institution as may be acceptable to the Corporation.

SECTION 10. *Channel of Communication*

Each member shall designate an appropriate authority with which the Corporation may communicate in connection with any matter arising under this Agreement.

SECTION 11. *Publication of Reports and Provision of Information*

(a) The Corporation shall publish an annual report containing an audited statement of its accounts and shall circulate to members at appropriate intervals a summary statement of its financial position and a profit and loss statement showing the results of its operations.

(b) The Corporation may publish such other reports as it deems desirable to carry out its purposes.

(c) Copies of all reports, statements and publications made under this Section shall be distributed to members.

SECTION 12. *Dividends*

(a) The Board of Governors may determine from time to time what part of the Corporation's net income and surplus, after making appropriate provision for reserves, shall be distributed as dividends.

(b) Dividends shall be distributed *pro rata* in proportion to capital stock held by members.

(c) Dividends shall be paid in such manner and in such currency or currencies as the Corporation shall determine.

ARTICLE V

Withdrawal; Suspension of Membership; Suspension of Operations

SECTION 1. *Withdrawal by Members*

Any member may withdraw from membership in the Corporation at any time by transmitting a notice in writing to the Corporation at its principal office. Withdrawal shall become effective upon the date such notice is received.

SECTION 2. *Suspension of Membership*

(a) If a member fails to fulfill any of its obligations to the Corporation, the Corporation may suspend its membership by decision of a majority of the Governors, exercising a majority of the total voting power. The member so suspended shall automatically cease to be a member one year from the date of its suspension unless a decision is taken by the same majority to restore the member to good standing.

(b) While under suspension, a member shall not be entitled to exercise any rights under this Agreement except the right of withdrawal, but shall remain subject to all obligations.

SECTION 3. *Suspension or Cessation of Membership in the Bank*

Any member which is suspended from membership in, or ceases to be a member of, the Bank shall automatically be suspended from membership in, or cease to be a member of, the Corporation, as the case may be.

SECTION 4. *Rights and Duties of Governments Ceasing to be Members*

(a) When a government ceases to be a member it shall remain liable for all amounts due from it to the Corporation. The Corporation shall arrange for the repurchase of such government's capital stock as a part of the settlement of accounts with it in accordance with the provisions of this Section, but the government shall have no other rights under this Agreement except as provided in this Section and in Article VIII(c).

(b) The Corporation and the government may agree on the repurchase of the capital stock of the government on such terms as may be appropriate under the circumstances, without regard to the provisions of paragraph (c) below. Such agreement may provide, among other things, for a final settlement of all obligations of the government to the Corporation.

(c) If such agreement shall not have been made within six months after the government ceases to be a member or such other time as the Corporation and such government may agree, the repurchase price of the government's capital stock shall be the value thereof shown by the books of the Corporation on the day when the government ceases to be a member. The repurchase of the capital stock shall be subject to the following conditions:

(i) payments for shares of stock may be made from time to time, upon their surrender by the government, in such installments, at such times and in such available currency or currencies as the Corporation reasonably determines, taking into account the financial position of the Corporation;

(ii) any amount due to the government for its capital stock shall be withheld so long as the government or any of its agencies remains liable to the Corporation for payment of any amount and such amount may, at the option of the Corporation, be set off as it becomes payable, against the amount due from the Corporation;

(iii) if the Corporation sustains a net loss on the investments made pursuant to Article III, Section 1, and held by it on the date when the government ceases to be member, and the amount of such loss exceeds the amount of the reserves provided therefore on such date, such government shall repay on demand the amount by which the repurchase price of its shares of stock would have been reduced if such loss had been taken into account when the repurchase price was determined.

(d) In no event shall any amount due to a government for its capital stock under this Section be paid until six months after the date upon which the government ceases to be a member. If

within six months of the date upon which any government ceases to be a member the Corporation suspends operations under Section 5 of this Article, all rights of such government shall be determined by the provisions of such Section 5 and such government shall be considered still a member of the Corporation for purposes of such Section 5, except that it shall have no voting rights.

SECTION 5. *Suspension of Operations and Settlement of Obligations*

(a) The Corporation may permanently suspend its operations by vote of a majority of the Governors exercising a majority of the total voting power. After such suspension of operations the Corporation shall forthwith cease all activities, except those incidents to the orderly realization, conservation and preservation of its assets and settlement of its obligations. Until final settlement of such obligations and distribution of such assets, the Corporation shall remain in existence and all mutual rights and obligations of the Corporation and its members under this Agreement shall continue unimpaired, except that no member shall be suspended or withdraw and that no distribution shall be made to members except as in this Section provided.

(b) No distribution shall be made to members on account of their subscriptions to the capital stock of the Corporation until all liabilities to creditors shall have been discharged or provided for and until the Board of Governors, by vote of a majority of the Governors exercising a majority of the total voting power, shall have decided to make such distribution.

(c) Subject to the foregoing, the Corporation shall distribute the assets of the Corporation to members *pro rata* in proportion to capital stock held by them, subject, in the case of any member, to prior settlement of all outstanding claims by the Corporation against such member. Such distribution shall be made at such times, in such currencies, and in cash or other assets as the Corporation shall deem fair and equitable. The shares distributed to the several members need not necessarily be uniform in respect of the type of assets distributed or of the currencies in which they are expressed.

(d) Any member receiving assets distributed by the Corporation pursuant to this Section shall enjoy the same rights with respect to such assets as the Corporation enjoyed prior to their distribution.

ARTICLE VI

Status, Immunities and Privileges

SECTION 1. *Purposes of Articles*

To enable the Corporation to fulfill the functions with which it is entrusted, the status, immunities and privileges set forth in this Article shall be accorded to the Corporation in the territories of each member.

SECTION 2. *Status of the Corporation*

The Corporation shall possess full juridical personality and, in particular, the capacity:

(i) to contract;

(ii) to acquire and dispose of immovable and movable property:

(iii) to institute legal proceedings.

SECTION 3. *Position of the Corporation with Regard to Judicial Process*

Actions may be brought against the Corporation only in a court of competent jurisdiction in the territories of a member in which the Corporation has an office, has appointed an agent for the purpose of accepting service of process, or has issued or guaranteed securities. No actions shall, however, be brought by members or persons acting for or deriving claims from members. The property and assets of the Corporation shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Corporation.

SECTION 4. *Immunity of Assets from Seizure*

Property and assets of the Corporation, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

SECTION 5. *Immunity of Archives*

The archives of the Corporation shall be inviolable.

SECTION 6. *Freedom of Assets from Restrictions*

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of Article III, Section 5, and the other provisions of this Agreement, all property and assets of the Corporation shall be free from restrictions, regulations, controls and moratoria of any nature.

SECTION 7. *Privilege for Communications*

The official communications of the Corporation shall be accorded by each member the same treatment that it accords to the official communications of other members.

SECTION 8. *Immunities and Privileges of Officers and Employees*

All Governors, Directors, Alternates, officers and employees of the Corporation:

(i) shall be immune from legal process with respect to acts performed by them in their official capacity;

(ii) not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;

(iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials and employees of comparable rank of other members.

SECTION 9. *Immunities from Taxation*

(a) The Corporation, its assets, property, income and its operations and transactions authorized by this Agreement, shall be immune from all taxation and from all customs duties. The Corporation shall also be immune from liability for the collection or payment of any tax or duty.

(b) No tax shall be levied on or in respect of salaries and emoluments paid by the Corporation to

Directors, Alternates, officials or employees of the Corporation who are not local citizens, local subjects, or other local nationals.

(c) No taxation of any kind shall be levied on any obligation or security issued by the Corporation (including any dividend or interest thereon) by whomsoever held:

(i) which discriminates against such obligation or security solely because it is issued by the Corporation; or

(ii) if the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Corporation.

(d) No taxation of any kind shall be levied on any obligation or security guaranteed by the Corporation (including any dividend or interest thereon) by whomsoever held:

(i) which discriminates against such obligation or security solely because it is guaranteed by the Corporation; or

(ii) if the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Corporation.

SECTION 10. *Application of Article*

Each member shall take such action as is necessary in its own territories for the purpose of making effective in terms of its own law the principles set forth in this Article and shall inform the Corporation of the detailed action which it has taken.

SECTION 11. *Waiver*

The Corporation in its discretion may waive any of the privileges and immunities conferred under this Article to such extent and upon such conditions as it may determine.

ARTICLE VII

Amendments

(a) This Agreement may be amended by vote of three-fifths of the Governors exercising eighty-five percent of the total voting power. [8]

Amended April 28, 1993

(b) Notwithstanding paragraph (a) above, the affirmative vote of all Governors is required in the case of any amendment modifying:

(i) the right to withdraw from the Corporation provided in Article V, Section 1;

(ii) the pre-emptive right secured by Article II, Section 2 (d);

(iii) the limitation on liability provided in Article II, Section 4.

(c) Any proposal to amend this Agreement, whether emanating from a member, a Governor or the Board of Directors, shall be communicated to the Chairman of the Board of Governors

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[8] *Amended April 28, 1993. Original Text:*
(a) This Agreement may be amended by vote of three-fifths of the Governors exercising four-fifths of the total voting power.

who shall bring the proposal before the Board of Governors. When an amendment has been duly adopted, the Corporation shall so certify by formal communication addressed to all members. Amendments shall enter into force for all members three months after the date of the formal communication unless the Board of Governors shall specify a shorter period.

ARTICLE VIII

Interpretation and Arbitration

(a) Any question of interpretation of the provisions of this Agreement arising between any member and the Corporation or between any members of the Corporation shall be submitted to the Board of Directors for its decision. If the question particularly affects any member of the Corporation not entitled to appoint an Executive Director of the Bank, it shall be entitled to representation in accordance with Article IV, Section 4 (g).

(b) In any case where the Board of Directors has given a decision under (a) above, any member may require that the question be referred to the Board of Governors, whose decision shall be final. Pending the result of the reference to the Board of Governors, the Corporation may, so far as it deems necessary, act on the basis of the decision of the Board of Directors.

(c) Whenever a disagreement arises between the Corporation and a country which has ceased to be a member, or between the Corporation and' any member during the permanent suspension of the Corporation, such disagreement shall be submitted to arbitration by a tribunal of three arbitrators, one appointed by the Corporation, another by the country involved and an umpire who, unless the parties otherwise agree, shall be appointed by the President of the International Court of Justice or such other authority as may have been prescribed by regulation adopted by the Corporation. The umpire shall have full power to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

ARTICLE IX

Final Provision

SECTION 1. *Entry into Force*

This Agreement shall enter into force when it has been signed on behalf of not less than 30 governments whose subscriptions comprise not less than 75 percent of the total subscriptions set forth in Schedule A and when the instruments referred to in Section 2 (a) of this Article have been deposited on their behalf, but in no event shall this Agreement enter into force before October 1, 1955.

SECTION 2. *Signature*

(a) Each government on whose behalf this Agreement is signed shall deposit with the Bank an instrument setting forth that it has accepted this Agreement without reservation in accordance with its law and has taken all steps necessary to enable it to carry out all of its obligations under this Agreement.

(b) Each government shall become a member of the Corporation as from the date of the deposit on its behalf of the instrument referred to in paragraph (a) above except that no government shall become a member before this Agreement enters into force under Section 1 of this Article.

(c) This Agreement shall remain open for signature until the close of business on December 31, 1956, at the principal office of the Bank on behalf of the governments of the countries whose

names are set forth in Schedule A.

(d) After this Agreement shall have entered into force, it shall be open for signature on behalf of the government of any country whose membership has been approved pursuant to Article II, Section 1 (b).

SECTION 3. *Inauguration of the Corporation*

(a) As soon as this Agreement enters into force under Section 1 of this Article the Chairman of the Board of Directors shall call a meeting of the Board of Directors.

(b) The Corporation shall begin operations on the date when such meeting is held.

(c) Pending the first meeting of the Board of Governors, the Board of Directors may exercise all the powers of the Board of Governors except those reserved to the Board of Governors under this Agreement.

DONE at Washington, in a single copy which shall remain deposited in the archives of the International Bank for Reconstruction and Development, which has indicated by its signature below its agreement to act as depository of this Agreement and to notify all governments whose names are set forth in Schedule A of the date when this Agreement shall enter into force under Article IX, Section 1 hereof.

SCHEDULE A

Subscriptions to Capital Stock of the International Finance Corporation

Country	*Number of Shares*	*Amount (in United States Dollars)*
Australia	2,215	2,215,000
Austria	554	554,000
Belgium	2,492	2,492,000
Bolivia	78	78,000
Brazil	1,163	1,163,000
Burma	166	166,000
Canada	3,600	3,600,000
Ceylon	166	166,000
Chile	388	388,000
China	6,646	6,646,000
Colombia	388	388,000
Costa Rica	22	22,000
Cuba	388	388,000
Denmark	753	753,000
Dominican Republic	22	22,000
Ecuador	35	35,000
Egypt	590	590,000
El Salvador	11	11,000
Ethiopia	33	33,000
Finland	421	421,000
France	5,815	5,815,000
Germany	3,655	3,655,000
Greece	277	277,000
Guatemala	22	22,000
Haiti	22	22,000
Honduras	11	11,000
Iceland	11	11,000
India	4,431	4,431,000
Indonesia	1,218	1,218,000
Iran	372	372,000

Country	*Number of Shares*	*Amount (in United States Dollars)*
Iraq	67	67,000
Israel	50	50,000
Italy	1,994	1,994,000
Japan	2,769	2,769,000
Jordan	33	33,000
Lebanon	50	50,000
Luxembourg	111	111,000
Mexico	720	720,000
Netherlands	3,046	3,046,000
Nicaragua	9	9,000
Norway	554	554,000
Pakistan	1,108	1,108,000
Panama	2	2,000
Paraguay	16	16,000
Peru	194	194,000
Philippines	166	166,000
Sweden	1,108	1,108,000
Syria	72	72,000
Thailand	139	139,000
Turkey	476	476,000
Union of South Africa	1,108	1,108,000
United Kingdom	14,400	14,400,000
United States	35,168	35,168,000
Uruguay	116	116,000
Venezuela	116	116,000
Yugoslavia	443	443,000
Total	100,000	100,000,000

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ 005643

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် သက်တမ်းတိုး

အမှတ် .....၅၀၉၂...../ ၂၀၁၂-၂၀၁၃

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ...မန္တလေးမြို့သာ စက်မှုဖွံ့ဖြိုးတိုးတက်ရေး.... အများပိုင် ကုမ္ပဏီ လီမိတက်............အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၃..နှစ်၊ဖေဖော်ဝါရီ...လ၊ ၂၇..ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား ၂၀၁၆..နှစ်၊ ....မတ်.....လ၊ ၂၄..ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....5092.......... of 2012-2013

I hereby certify that the tenure of MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC COMPANY LIMITED ....incorporated under the Myanmar Companies Act on ....27th FEBRUARY 2013.................. is renewed with effected from ....24th MARCH 2016..................

For Director General
(Nilar Mu, Director)
Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ....

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ ...အမှတ်(၅၁၄/ခ)၊ ၂၆ လမ်း၊ (၅၉x၆၀)လမ်းကြား၊

မဟာဇေယျာဘုံရပ်ကွက်၊ ချမ်းအေးသာစံမြို့နယ်၊ မန္တလေးတိုင်းဒေသကြီး။

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ၀၂-၆၅၉၅၈..

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း- ....

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည် မှတ်ပုံတင်ရက်စွဲ (၂၇-၂-၂၀၁၆) မှ (၂၆-၂-၂၀၂၁) ရက်နေ့အထိ (၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှု နှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာနသို့ လျှောက်ထားရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင် အဆိုပြုတင်ပြထားသော လုပ်ငန်း ရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စုဝန်ကြီး ဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့်ရှိမည်ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲလုပ်ကိုင်လိုပါက ပြောင်းလဲလုပ်ကိုင်လိုသည့် လုပ်ငန်းရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန် အတွက် ဒါရိုက်တာအဖွဲ့(BOD) ၏ အထူးအစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာနသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)

(မော်မော်စိုး ၊ ဒုတိယညွှန်ကြားရေးမှူး)

လာရောက်ထုတ်ယူသည့် ရက်စွဲ၊

031999

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : Mandalay Myo Tha Industrial Development Public Co   Presented by : U Myat Noe Aung

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1 U Aung Win khaing	Myanmar 9/Ma Ra Ma (Naing)054095	No.23,Between (26*27)Street Aung Taw Mu Yark-Chan Aye Thar Zan Township,Mandalay.	Merchant	Reappointed as Chairman/Chief Exective Officer w.e.f(21.1.2017)
2 U Kyaw Paing	Myanmar 12/Ba Ha Na (Naing)029789	H 41-A,Shwe Tharaphe Main Road,FMI City Hlaing Thar Yar T/S,Yangon.	Merchant	Aappointed as Vice Chairman w.e.f (4.2.2016)
3 U Tun Tun Aung	Myanmar 9/Ma Ra Ma (Naing)054098	Shwe Nan Oo Chan Between (19x20)and(65x66) Street,Nan OO Lane,Ahnate Taw Yark Aung May Thar Zan Township Mandalay.	Merchant	Reappointed as Managing Director w.e.f (21.1.2017)
4 U Aye Han	Myanmar 12/Ka Ta Na (Naing)057273	No.(U-1),Asian Villa,Myakanthar(3)Street,Hlaing T/s,Yangon.	Merchant	Appointed as Director w.e.f(21.12.2015)
5 U Aung Khaing	Myanmar 12/Ma Ya Ka (Naing)084942	No.505/506,Bo Ywe Street,2(kha)Quarter,KaYae Pin Land Thit,Mingalardong Township,Yangon.	Merchant	Appointed as Director w.e.f (21.12.2015)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of ...." and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

MANDALAY MYOTHA INDUSTRIAL DEVELOPMENT PUBLIC CO., LTD. ★ MMID ★

Signature ....

Designation .... U MYAT NOE AUNG COMPANY SECRETARY

Dated this 21.1.2017

Form (26)

031991

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : Mandalay Myo Tha Industrial Development Public Co.,Ltd Presented by : U Myat Noe Aung

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
6 U Kyaw Zay Ya	Myanmar 9/Ma Na Ma (Naing)000623	Ah Wai Yar Fence,22 Street,Between(63x64) Street,Ah Nate Taw Quarter,Mandalay.	Merchant	Appointed as Director w.e.f (21.1.2015)
7 U Myat Htut	Myanmar 9/Ma Na Ta (Naing)098171	No.(135), Takhonting Awine, Yangon-Mandalay Road,Pyigyitakon Township,Mandalay.12100 units	Merchant	Appointed as Director w.e.f (4.2.2016)
8 [illegible] Myint Kyu	Myanmar 5/Ma Na Ma (Naing)001031	No.H(142),Son Tone Yet,56 Street,Down Chan Mya Thar Si Township,Mandalay	Merchant	Appointed as Director w.e.f(5.5.2016)
9 U Than Oo	Myanmar 9/Ma Ma Na (N) 006062	No(10), Mandalay - Lashio Road, Quater (1), Pyin Oo Lwin.	Merchant	Appointed as Director w.e.f(21.1.2017)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ....U MYAT NOE AUNG.......
COMPANY SECRETARY

Dated this ......21.1.2017......

Form (26)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၂အက်ဖ်စီ...../ ၂၀၁၇-၂၀၁၈(မတလ)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ..အမ်အက်စ်အမ်ပီ. အပြည်ပြည်ဆိုင်ရာ...... .ကုမ္ပဏီလီမိတက်.................. အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ်၂၀၁၇...နှစ်၊ .ဇွန်........လ၊ ..၇...ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နွယ်နီဦး၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. ....2FC................. of 2017-2018(MDY)

I hereby certify that ...MSMP INTERNATIONAL COMPANY LIMITED.... ....is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Mandalay this ....SEVENTH....day of ......JUNE,....TWO THOUSAND AND SEVENTEEN..

This new company has been changed from
Myanmar Company -MSMP International
Co.,Ltd. Reg;No.204/2015-2016
(20-10-2015)held on 5-6-2017

For Director General
(Nwe Ni Oo- Director)
Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင် လက်မှတ် သည် မှတ်ပုံတင်ရက်စွဲ (၇-၆-၂၀၁၇) မှ (၆-၁၂-၂၀၁၇)ရက်နေ့အထိ (၆)လ သက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်း မှတ်ပုံတင် လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည် ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နွယ်နီဦး ၊ညွှန်ကြားရေးမှူး)

ISSUED DATE 09 JUN 2017

Transfer of Shares

015401

I U AUNG WIN KHAING (9/MA RA MA (NAING) 054095)

of NO.(23), 64th STREET, 26th & 27th STREET, AUNG TAW MU QTR, CHAN AYE THAR SAN TSP. MDY.

in consideration of the sum of KS.100,000/-

paid to me by INTERNATIONAL FINANCE CORPORATION. (IFC) of REPRESENTATIVE BY: MR.VIKRAM KUMAR. (PASSPORT NO.A 669122) do

hereby transfer to the said transferee the (10) shares

number ______ to ______

standing in my name in the Books of the abovenamed Company to hold unto the said transferee, his Executors, Administrations, and Assigns, subject to the several conditions on which I held the same at the time execution there of and I the said transferee do hereby agree to take the said shares subject to the same conditions.

As witness our hands the ______ day MAY 20 17

Witness U KyawZay Ya
9/Ma Ya Ma(N)000623

Designation

Address Awaiyar Orchid22nd Street, Between
63rd &64th Street Quarter417 Mandalay

Witness
Daw Maw Maw Lwin
9/Ma Ya Ma(N)023271

Designation

Address
No.149/12, Between33 & 34 street,
Between 72 & 73 Street, Mandakay.

Transferor U AUNG WIN KHAING
9/MA RA MA(NAING)054095

Designation

Address NO.23, 64th STREET,
BET:26th & 27th STREET, AUNG TAW
MU QUARTER, CHAN AYE THAR ZAN
TOWNSHIP, MANDALAY.

Transferee INTERNATIONAL FINANCE
CORPORATION (IFC)
REPRESENTED BY: MR.VIKRAM KUMAR
PP NO : A-669122

Designation

Approved by:

Address UNITED STATES OF AMERICA

(Vikram Kumar)
Country Manager, Myanmar

Transfer of Shares (Ad-7). docx

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Compaines Act, See Section 87)

Presented by : U Tun Tun Aung (M.D)

Name of Company: M S M P International Co., Ltd

The Present Christina name or names of surnames	Nationality, National Registration Card No.	Usual Residential Adress	Other Business Occupation	Changes
(1) U Aung Win Khaing	Myanmar 9/ Ma Ya Ma (Naing) 054095	No.(23), Between (26x27) Street, 64 Street, AungTawMu Quarter, Chanayetharsan Township, Mandalay Region.	Merchant	Appointed as Chairman (23.3.2017) w.e.f
(2) U Tun Tun Aung	Myanmar 9/ Ma Ya Ma (Naing) 054098	Block (3), Ahnattaw Quarter, Nan Oo Street, Between (19x20) Street, East Palace, Aungmyaythazan Township, Mandalay Region	Merchant	Managing Director (31.10.2015) w.e.f

NOTE: (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the Cloumn for " Changes " by placing against the new Director's name the word " in place of ...." and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ... U Tun Tun Aung

Name .... Managing Director

MSMP International Co., Ltd.

Dated this 23.3.2017

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အမ် အက်စ် အမ် ပီ အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

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THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

M S M P INTERNATIONAL COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အမ်အက်စ်အမ်ပီအင်တာနေရှင်နယ်လ်ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

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၁။ ကုမ္ပဏီ၏ အမည်သည် " အမ်အက်စ်အမ်ပီအင်တာနေရှင်နယ်လ် ကုမ္ပဏီ လီမိတက် " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၅၀၀,၀၀၀,၀၀၀ /- (အမေရိကန်ဒေါ်လာ သန်းငါးရာ တိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ(၁) (အမေရိကန် တစ်ဒေါ်လာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၅၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေအထွေထွေ ပြဋ္ဌာန်းချက်များ နှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာ ရှိစေရမည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အမ် အက်စ် အမ် ပီ အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

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၁။ ကုမ္ပဏီ၏အမည်သည် အမ် အက်စ် အမ် ပီ အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည်ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၄။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၃၀,၀၀၀,၀၀၀,၀၀၀ /-(ကျပ် သန်းသုံးသောင်း တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀,၀၀၀ /-(ကျပ် တစ်သိန်း တိတိ) တန်အစုရှယ်ယာပေါင်း ၃,၀၀၀,၀၀၀ ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

ဆိပ်ခံတံတားတည်ဆောက်ပြီး အထွေထွေကုန်ပစ္စည်းတင် သင်္ဘောများ ဆိုက်ကပ်၍ ကုန်တင်ကုန်ချ ဆိပ်ကမ်းဝန်ဆောင်မှုလုပ်ငန်း

၇။ ကုမ္ပဏီမှ သင့်တင့်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့် ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြု ထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

(၅) ကုမ္ပဏီမှဆောင်ရွက်မည့် လုပ်ငန်းရည်ရွယ်ချက်များမှာ-

(၁) အေဂျင်စီလုပ်ငန်းအမျိုးမျိုး၊ ကျွမ်းကျင်မှုအတိုင်ပင်ခံများ၊ လုပ်ငန်းအတိုင်ပင်ခံများ၊ အုပ်ချုပ်မှု အတိုင်ပင်ခံများနှင့် အကြံပေးဝန်ဆောင်မှုလုပ်ငန်းများ၊
(၂) ကြော်ငြာနှင့် ကြော်ငြာ ကိုယ်စားလှယ် လုပ်ငန်းများ၊
(၃) ဖျော်ဖြေရေးလုပ်ငန်းနှင့် ယင်းနှင့် ပတ်သက်သည့် လုပ်ငန်းများ
(၄) ဆေးဝန်ဆောင်မှု လုပ်ငန်းအမျိုးမျိုး၊
(၅) သယ်ယူပို့ဆောင်ရေး လုပ်ငန်း၊ (မီးရထားနှင့် လေကြောင်းမှအပ)
(၆) ပုံနှိပ်ထုတ်ဝေခြင်း လုပ်ငန်း၊
(၇) တိုင်းတာရေးနှင့် စစ်ဆေးရေး လုပ်ငန်း၊
(၈) စီမံကိန်းသစ်များ၌ ဖြစ်မြောက်နိုင်စွမ်း ရှိမရှိ လေ့လာခြင်း၊ စီမံကိန်းပုံစံများချမှတ်ခြင်း၊ စီမံကိန်း ကုန်ကျစရိတ်ခန့်မှန်းခြင်းနှင့် တန်ဖိုးတွက်ချက်ခြင်းလုပ်ငန်းများ၊
(၉) စာရင်းရေးသွင်းခြင်း၊ စာရင်းစစ်ဆေးခြင်းနှင့် ဥပဒေ အကြံပေး ဝန်ဆောင်မှု လုပ်ငန်းများ၊
(၁၀) ယာဉ်နှင့် စက်ကိရိယာအမျိုးမျိုး ကြံ့ခိုင်ရေးပြုလုပ်ခြင်း၊ မွမ်းမံခြင်းနှင့် ပြင်ဆင်ခြင်းလုပ်ငန်းများ၊
(၁၁) လျှပ်စစ်နှင့် အီလက်ထရောနစ် ကုန်ပစ္စည်းများ တပ်ဆင်ခြင်း၊ ပြုပြင်ခြင်းနှင့် မွမ်းမံ တည်ဆောက် ခြင်း လုပ်ငန်းများ၊
(၁၂) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက်ကုန်ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၁၃) သစ်တောထွက်ပစ္စည်းနှင့် ထပ်ဆင့်တိုးတန်ဖိုးမြင့် သစ်အခြေခံ ကုန်ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၁၄) တိရစ္ဆာန်ထွက် ကုန်ပစ္စည်းနှင့် တိရစ္ဆာန်အစားအစာရောင်းဝယ်ခြင်း
(၁၅) ရေထွက်ကုန်ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၁၆) ဓါတ်မြေဩဇာနှင့် ပိုးသတ်ဆေးများရောင်းဝယ်ခြင်း၊
(၁၇) ဓာတုဗေဒနှင့် ဓာတ်ဆေးဆိုးဆေးများရောင်းဝယ်ခြင်း၊
(၁၈) စက်ရုံသုံးပစ္စည်းများနှင့် ကုန်ကြမ်းပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၁၉) အိမ်သုံးကုန်ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၂၀) လူသုံးကုန်ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၂၁) ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ပစ္စည်းများနှင့် သုတ်ဆေးများရောင်းဝယ်ခြင်း
(၂၂) လျှပ်စစ်နှင့်အီလက်ထရောနစ် ကုန်ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၂၃) ယာဉ်နှင့်စက်ကိရိယာနှင့် အပိုပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၂၄) ကိရိယာတန်ဆာပလာအမျိုးမျိုးရောင်းဝယ်ခြင်း၊
(၂၅) ဆေးနှင့်ဆေးပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၂၆) စားသောက်ကုန်နှင့် အထွေထွေကုန်ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၂၇) အထည်အလိပ်နှင့် အဝတ်အထည်များရောင်းဝယ်ခြင်း၊
(၂၈) စက္ကူ၊ စာရေးကိရိယာနှင့် ဓာတ်ပုံပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၂၉) ရုံးသုံးပစ္စည်းများနှင့် ပညာရေးအထောက်အကူ ပစ္စည်းများရောင်းဝယ်ခြင်း၊
(၃၀) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက် ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ ထုတ်လုပ်ခြင်း၊ ရိပ်သိမ်းခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ထုတ်ပိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ကုန်ထုတ်လုပ်ခြင်း၊
(၃၁) (ကျွန်းမှအပ) သစ်နှင့် သစ်တောထွက်ပစ္စည်းများအား (သက်ဆိုင်ရာဌာန၏ခွင့်ပြုချက်ဖြင့်) ခုတ်လှဲခြင်း၊ထုတ်ယူခြင်း၊ ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်းနှင့် အသားသေစေခြင်း၊
(၃၂) တိရိစ္ဆာန်မွေးမြူခြင်းနှင့် တိရိစ္ဆာန်ထွက်ကုန်ပစ္စည်းများအား ပြုပြင်ထုတ်လုပ်ခြင်း၊ စည်သွပ်ခြင်း၊
(၃၃) ရေထွက်ကုန်ပစ္စည်းများအား ဖမ်းယူခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ကြိတ်ခွဲခြင်း၊ စည်သွပ်ခြင်းနှင့် ပြုပြင်ထုတ်လုပ်ခြင်း၊
(၃၄) ဓါတ်မြေဩဇာ၊ ပိုးသတ်ဆေးနှင့် တိရိစ္ဆာန်အစားအစာများထုတ်လုပ်ခြင်း၊
(၃၅) လူသုံးကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊
(၃၆) အိမ်သုံးကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊
(၃၇) ယာဉ်နှင့်စက်ကိရိယာများ၊ အပိုပစ္စည်းများ ထုတ်လုပ်ခြင်း၊
(၃၈) လက်မှုအနုပညာပစ္စည်းများ၊ ယွန်းထည်များနှင့် ပရိဘောဂများ ထုတ်လုပ်ခြင်း၊
(၃၉) ဆောက်လုပ်ရေးပစ္စည်းများနှင့် သုတ်ဆေးများ ထုတ်လုပ်ခြင်း၊
(၄၀) စက်ရုံသုံးပစ္စည်းများ ထုတ်လုပ်ခြင်း၊
(၄၁) လျှပ်စစ်နှင့်အီလက်ထရောနစ် ကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊
(၄၂) အထည်အလိပ်နှင့် အဝတ်အထည်များ ထုတ်လုပ်ခြင်း၊
(၄၃) အစိုးရ၏ ခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ ပြုပြင်ခြင်းနှင့် ထွက်ရှိသောကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်၊
(၄၄) ဆောက်လုပ်ရေးလုပ်ငန်း၊
(၄၅) ဟိုတယ်လုပ်ငန်း၊
(၄၆) ခရီးသွားလုပ်ငန်း၊
(၄၇) ကျောက်မျက်လုပ်ငန်း၊
(၄၈) အသေးစားငွေရေးကြေးရေးလုပ်ငန်း

(၆) ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့် ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေး အဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတ မြန်မာ နိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြား မည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရား ဥပဒေ များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များ က ခွင့် ပြုထားသည့် လုပ်ငန်းများမှအပ အခြား လုပ်ငန်းများ ကို လုပ်ကိုင် ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ အချိန် ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရား ဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့် ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့် ပြုထားရှိခြင်း ရှိမှ သာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည် အသီးသီးနှင့် ယှဉ်တွဲပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့်အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲ လက်မှတ်
၁	ဦးထွန်းထွန်းအောင် ကုန်သည် အကွက်(၃)၊ အနိုပ်တော်ရပ်ကွက်၊နန်းဦးလမ်း၊ (၁၉x၂၀)လမ်းကြား၊ နန်းရှေ့၊ အောင်မြေသာစံမြို့နယ်၊မန္တလေးတိုင်းဒေသကြီး။	၉/မရမ (နိုင်) ၀၅၄၀၉၈	၁,၀၀၀	(လက်မှတ်)
၂	ဦးကျော်ဇေယျ ကုန်သည် အကွက်(၄၁၇)၊ အနိုပ်တော်ရပ်ကွက်၊ ၂၂ လမ်း၊ (၆၃x၆၄)လမ်းကြား၊ အောင်မြေသာစံမြို့နယ်၊ မန္တလေးတိုင်းဒေသကြီး။	၉/မနမ(နိုင်) ၀၀၀၆၂၃	၁,၀၀၀	(လက်မှတ်)
၃	ဦးလှိုင်မင်းထွန်း ကုန်သည် အကွက်အမှတ်(၈-၅)၊ အမှတ်(၁၀)၊(၆၆x၆၇) လမ်းကြား၊ (ခိုင်ရွှေဝါxဇလပ်ဝါ) လမ်းကြား၊ မြို့သစ်အမှတ်(၂) ရပ်ကွက်၊ ချမ်းမြသာစည်မြို့နယ်၊မန္တလေးတိုင်းဒေသကြီး။	၉/ခအဇ(နိုင်) ၀၃၇၅၅၈	၁,၀၀၀	(လက်မှတ်)

မန္တလေးတိုင်းဒေသကြီး ။ နေ့စွဲ ၊ ၂၀၁၅ ခုနှစ် ၊ ၁၀ လ ၊ ၂၀ ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

(လက်မှတ်)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

အမ်အက်စ်အမ်ပီ အင်တာနေရှင်နယ်လ်ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကိုငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒိဘင်ချာ သို့မဟုတ် ဒိဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်းမှာ အမေရိကန်ဒေါ်လာ ၅၀၀,၀၀၀,၀၀၀ /-(အမေရိကန် ဒေါ်လာ သန်းငါးရာ တိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ (၁) /-(အမေရိကန် တစ်ဒေါ်လာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၅၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည်ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အမ် အက်စ် အမ် ပီ အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင် စေရမည်။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်း များသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုး သက်ရောက် စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒိဘင်ချာ သို့မဟုတ် ဒိဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်း မပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မ,တည်ငွေရင်းမှာ ကျပ်မှာ ၁၀,၀၀၀,၀၀၀,၀၀၀ /-(ကျပ် သန်းသုံးသောင်း တိတိ)ဖြစ်၍ ငွေကျပ် ၁၀,၀၀၀ /-(ကျပ် တစ်သောင်း တိတိ) တန်အစုရှယ်ယာပေါင်း ၃,၀၀၀,၀၀၀ ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များ နှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြား သက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍ သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည် ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများက သတ်မှတ်ထားသည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း၊ (၅၀) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည်-

(၁) ဦးထွန်းထွန်းအောင်
(၂) ဦးကျော်ဇေယျ
(၃) ဦးလှိုင်မင်းထွန်း

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှတစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦး ဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-) စုကိုပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဌာန်းချက် များကို လိုက်နာရန်တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးပဲ ဒါရိုက်တာ အဖွဲ့သည် ၎င်းတို့၏ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည်၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကိုဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့် ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့်ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာ အားလုံးက လက်မှတ် ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက် တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက် ကဲ့သို့ပင် ကိစ္စ အားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့် တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က) ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေငြာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော တန်ဖိုးနှင့် စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီက ရယူရန် အာဏာရှိသည့် မည်သည့် ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများမဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန် အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကို မဆို သင့်တော်သော စည်းကမ်းချက်များ သတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်း တို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါ ချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန် အတွက် အာမခံချက်များထားရှိရန် အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့ပ်များ၊ ခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ၊ အပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများ အားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ သို့မဟုတ် ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန် ၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာ အနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့် သော်လည်းကောင်း၊ သဘောတူညီ သကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်း အားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို အပေါင်ပြု၍ ဖြစ်စေ၊ ထိုကဲ့သို့ မဟုတ်ဘဲ ဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့် လုပ်ငန်းများ ပြီးစီးအောင်ဆောင်ရွက်ခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်းရပ်များအားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း၊ သို့မဟုတ် အစုရှယ်ယာများ အတွက် ငွေများ တောင်းခံခေါ်ယူ၍သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့် အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စများ အတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်များ အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တဒေသကို ဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စား ဆောင်ရွက်နိုင်ရေး အတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာ တစ်ဦးအား ဒါရိုက်တာ ရာထူးနှင့် တွဲဖက်၍ မန်နေးဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲမန်နေဂျာ အဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကို ဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သော မည်သည့်ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ ကိုယ်စားလက်ခံ ထိန်းသိမ်းထားရန် အတွက် မည်သည့် ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကို မဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ်အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆိုပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီ အပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက် မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့် ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်း များ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန် အတွက် အပ်နှံရန် အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက် အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤ ကုမ္ပဏီက ရရန်ရှိသော တောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများပြုလုပ်ခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်း များကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီမဆပ်နိုင်ခြင်း ကိစ္စရပ်များနှင့်ပတ်သက်၍ ဤကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ်ရေးထိုးခွင့် ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော်လျောက်ပတ်သော နည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုလားသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံမှုထားရန်နှင့် စီမံခန့်ခွဲထားရန်၊ ထို့အပြင် အချိန်ကာလ အားလျော်စွာ မြှုပ်နှံထားသော ငွေများကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့် ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းများကို သင့်လျော်သည်ဟုယူဆပါက ဆောင်ရွက်ခွင့် ပြုရန် အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီ ထားသည့် တရားဝင်သဘောတူညီချက်များနှင့် ဥပဒေ ပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသော မည်သည့်အရာရှိ သို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျ ဆောင်ရွက် ခဲ့သောလုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှု တစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင် ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါ ကော်မရှင်များ အမြတ်များ ခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်း ကုန်ကျစရိတ် တစ်စိတ်တဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များ အတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါ အားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီအမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟုယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကို လည်းကောင်း၊ ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်းများ၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေ အစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ် တစ်နှစ်လျှင် အနည်းဆုံး တစ်ကြိမ် (နောက်ဆုံး ကျင်းပသည့် အထွေထွေ အစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေး စတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အစုရှင် အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင် မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ၊ ဤတွင် အခြားနည်းသတ်မှတ် ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေအစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက် မနည်းပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက် မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန် အတွက် အစည်းအဝေး အထမြောက်သည့် ဦးရေဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင် အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်း သည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေ ရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးသည့် အမြတ်ဝေစုကို ကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေ ရသေးသည့် အမြတ်ပမာဏမှ အပ အမြတ်ဝေစုကိုခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းတစ်ခုကိုဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေ မန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများ အဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြား အသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကိုသင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေ မန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာ လုပ်ငန်းလည်ပတ်မှု အားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအား တာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့် အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်သွားရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများ သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်းစည်းကမ်းများနှင့် လိုက်လျော ညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာ ပါသော စာကိုစာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင် လိပ်စာအတိုင်း စာတိုက်မှ တဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်ပါသည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာ ထိန်းသိမ်းထားရန် အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတပါး၊ ထို့အပြင်အနည်းဆုံး ဒါရိုက်တာ တစ်ဦး ရှေ့မှောက်တွင် မှတပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်း တွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၆(ဂ)တွင်ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိ တရားဝင် တည်ဆဲဥပဒေ ပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိတာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့သည့် စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများ နှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်း ရာတွင် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင် ပြောင်းလဲ ထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည် အသီးသီးနှင့် ယှဉ်တွဲပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့်အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲ လက်မှတ်
၁	ဦးထွန်းထွန်းအောင် ကုန်သည် အကွက်(၃)၊ အနိုပ်တော်ရပ်ကွက်၊နန်းဦးလမ်း၊ (၁၉x၂၀)လမ်းကြား၊ နန်းရှေ့၊ အောင်မြေသာစံမြို့နယ်၊မန္တလေးတိုင်းဒေသကြီး။	၉/မရမ (နိုင်) ၀၅၄၀၉၈	၁,၀၀၀	(signature)
၂	ဦးကျော်ဇေယျ ကုန်သည် အကွက်(၄၁၇)၊ အနိုပ်တော်ရပ်ကွက်၊ ၂၂ လမ်း၊ (၆၃x၆၄)လမ်းကြား၊ အောင်မြေသာစံမြို့နယ်၊ မန္တလေးတိုင်းဒေသကြီး။	၉/မနမ(နိုင်) ၀၀၀၆၂၃	၁,၀၀၀	(signature)
၃	ဦးလှိုင်မင်းထွန်း ကုန်သည် အကွက်အမှတ်(စ-၅)၊ အမှတ်(၁၀)၊(၆၆x၆၇) လမ်းကြား၊ (ခိုင်ရွှေဝါxဇလပ်ဝါ) လမ်းကြား၊ မြို့သစ်အမှတ်(၂) ရပ်ကွက်၊ ချမ်းမြသာစည်မြို့နယ်၊မန္တလေးတိုင်းဒေသကြီး။	၉/ခအဇ(နိုင်) ၀၃၇၅၅၈	၁,၀၀၀	(signature)

မန္တလေးတိုင်းဒေသကြီး ။ နေ့စွဲ ၊ ၂၀၁၅ ခုနှစ် ၊ ၁၀ လ ၊ ၂၀ ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

MSMP INTERNATIONAL COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is MSMP INTERNATIONAL COMPANY LIMITED

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is USD 500,000,000 /- (United State Dollar Five Hundred Million Only) divided into (500,000,000,) shares of USD 1 /- (United State Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

THE MYANAMR COMPANY ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

M S M P INTERNATIONAL COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **M S M P INTERNATIONAL COMPANY LIMITED**

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The liability of the members is limited.

IV. The authorised capital of the Company is Ks- **30,000,000,000** /-(Kyats **Thirty Billion** Only) divided into **(3,000,000**) shares of Ks. **10,000** /-(Kyats **One Hundred Thousand** Only) each, with power in General Meetinsg either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

6. The Objective For Which The company is established are

To develop and construct the port, operate the general cargo and container depots.

7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

(5) The Objectives for which the Company is established are-

1. All kinds of agency business, technical consultants, business consultants, management consultants and advisory services.
2. Advertising and its agency business.
3. Business of entertainments and related activities.
4. Business of all kinds of medical services.
5. Business of transportation (except railways and airways)
6. Business of printing and publishing.
7. Business of surveying and inspection.
8. Business of feasibility study on new projects, projects formulation, project appraisal and project evaluation.
9. Business of Account writing, Auditing and legal advisory services.
10. Business of servicing, maintenance of repairing of all kinds of vehicles and machines.
11. Business of installation, maintenance and renovation of electrical and electronic goods.
12. Trading of Agricultural and farm produces.
13. Trading of Forest products and value-added wood-based products.
14. Trading of Animal by-products and Animal feed.
15. Trading of Marine products.
16. Trading of Fertilizer and insecticides.
17. Trading of Chemicals and dyes.
18. Trading of Factory utencils and raw material.
19. Trading of Household goods.
20. Trading of Personal goods.
21. Trading of Construction materials and paints.
22. Trading of Electrical and electronic products.
23. Trading of Vehicles, Machinery and spares.
24. Trading of Tools and implement.
25. Trading of Medicines and medical equipment.
26. Trading of Foodstuff and general merchandise.
27. Trading of Textile and garment.
28. Trading of Paper, stationery and photographic stores.
29. Trading of Office equipment and educational supplies.
30. Growing, producing, harvesting, preserving, packing, milling and manufacturing of agricultural and farm products.
31. Felling, extracting (with the permission from the authorities concerned) milling, manufacturing, preserving and seasoning of timber(excluding-teak) and forest products.
32. Livestock breeding, processing and canning of livestock products.
33. Finishing, preserving, milling, canning and processing of marine products.
34. Producing fertilizers, insecticides and animal feeds.
35. Manufacturing of personal goods.
36. Manufacturing of household goods.
37. Manufacturing of vehicles, machineries and spares.
38. Manufacturing of arts and crafts, lacquerwares and furniture.
39. Manufacturing of construction materials and paints.
40. Manufacturing of factory utencils.
41. Manufacturing of electrical and electronic goods.
42. Manufacturing of textile, garments and clothing.
43. To carry on the business of explanation, exploitation, production, processing of minerals and marketing of its products with the permission of the Government.
44. Construction
45. Hotel
46. Travels & Tours
47. Gems.
48. Micro Finance

(6) To borrow money for the benefit of the Company's business from any person, firm, company, bank of financial organization in the manners that the Company shall think fit.

proviso:- *Provided that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere,save in so far as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and then only subject to such permission and or approvals as may be perscribed by the Laws, Orders and Notifications of the Republic of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	**U Tun Tun Aung** Merchant Block(3), Ahnattaw Quarter, Nan Oo Street,Between(19x20)Street, East Palace, Aungmyaytharsan Township,Mandalay Region.	9/MaYaMa (Naing) 054098	1000	
2	**U Kyaw Zay Ya** Merchant Block .(417),Ahnattaw Quarter, 22 Street,Between(63x64)Street, Aungmyaytharsan Township, Mandalay Region.	9/MaNaMa (Naing) 000623	1000	
3	**U Hlaing Min Tun** Merchant Block (825),Maharmyaing (2) Quarter, Between (61x62) Street, Maharaungmyay Township, Mandalay Region.	9/KhaAhZa (Naing) 037558	1000	

Mandalay Dated 10 the 20 day of 2015

It is hereby certified that the persons mentioned above

TOE CHIT KHAING
(B.Com., C.P.A)
AUDITOR &
CERTIFIED PUBLIC ACCOUNTANT

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

MSMP INTERNATIONAL COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The Authorised Capital of the Company is USD 500,000,000 / - (United State Dollar Five Hundred Million Only) divided into (500,000,000) shares of USD 1 /- (United State Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

M S M P INTERNATIONAL COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

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   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The Authorised Capital of the Company is Ks. **30,000,000,000** /-(Kyats **Thirty Billion** only) divided into (**3,000,000**) shares of Ks **10,000** /-(Kyats **Ten Thousand** only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representive of a deceased member shall be recognized by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (50).

The First Directors shall be:- (1) U Tun Tun Aung
(2) U Kyaw Zay Ya
(3) U Hlaing Min Tun

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power; -

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit: also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there on as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and, to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purpose and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To Institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfactions of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manner as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favor any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye - laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purpose of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no divided shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the years or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determine by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to –

    (1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place:*

    (2) *all sales and purchases of goods by the Company;*

    (3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86(C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges losses, expenses and liabilities incurred by him in the execution and discharge of the duties of in relation thereto.

WINDING – UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	**U Tun Tun Aung** Merchant Block(3), Ahnattaw Quarter, Nan Oo Street,Between(19x20)Street, East Palace, Aungmyaytharsan Township,Mandalay Region.	9/MaYaMa (Naing) 054098	1000	
2	**U Kyaw Zay Ya** Merchant Block .(417),Ahnattaw Quarter, 22 Street,Between(63x64)Street, Aungmyaytharsan Township, Mandalay Region.	9/MaNaMa (Naing) 000623	1000	
3	**U Hlaing Min Tun** Merchant Block (825),Maharmyaing (2) Quarter, Between (61x62) Street, Maharaungmyay Township, Mandalay Region.	9/KhaAhZa (Naing) 037558	1000	

Mandalay Dated 10 the 20 day of 2015

It is hereby certified that the persons mentioned above

MSMP International Co., Ltd.

Semekhone (Ayeyarwaddy Port) Jetty Construction Business Project

Welfare/Bereavement, Staff Welfare, Relaxation Study,

H.R. and Expertise Training Planning Programme

Staff Welfare, Welfare/Bereavement Support

1. Depositing Social Security Fees by Employer/Employee.
2. According to the Enactions of Social Security Board, Medical Treatment Support Fees and Accidental Injury at Work Site Support Fees are given.
3. Issuance of Special Loans for the Welfare/Bereavement/Health of Family Members of Workers.
4. Occasional giving of Support Money on Special Religious Days.
5. Issuance of Bonuses and Regular Attendance Fees, according to service.

Yearly Bonus and Support Money Delivery

1. Yearly Bonuses and Special Bonuses are issued on the very Next Month of the End of Financial Year.

Opening/Letting to attend the H.R and Expertise Training Courses.

1. With the Internal Arrangement of the Department, with the Expert Technicians/ Expertise Service Company/Body, to open the H.R and Expertise at Work Site Training Courses, to let the Staff free-of-charge as Trainees to attend them, to honour the Outstanding Trainees.
2. To let to attend Own Staff in the H.R and Expertise Training Courses, opened from outside due to the Need and record and honour Outstanding Ones.

MSMP International Co., Ltd.

Semekhone (Ayeyarwaddy Port) Jetty Construction

Port Service Business

Fire Safety Plan

Plan

1. As the Container Square Storage Station and Port Service Business Project at the Port of Semekhone Village Tract, on the Eastern Bank side of Ayeyarwaddy River, Myingyan Township, Mandalay Region, is the Project, that has been invested with Great Amount of Money, by taking Time for the Construction, it is aimed to accomplish the Effective Preventions in advance, so that there may be No Financial and Other Losses, due to Fire.

Location of Businesses

2. Jetty and Container Square Storage Station shall be constructed on the Port Area of Semekhone Village Tract, on the Eastern Bank Side of Ayeyarwaddy River, Myinggyan Township, Mandalay Regional and to accomplish the Stevedore Businesses of General Cargoes and Containers.

Fire Danger Prevention Business in advance.

3. As the Fire Danger Prevention Business in advance is the most basic and effective Business, it is to exactly comply with/accomplish the following Directives and to comply with/accomplish the occasionally/conditionally Added Directive.

   (1) To remove the Inflammable Conditions.

   (2) Inflammable Disposed Materials Waste, Grasses inside the Project Area, must always be cleared to keep clean.

   (3) To always have Full Water in the Fire Service Tanks and the Buckets, Water Pipes, Water Pumps, Fire Engines must be kept in readiness.

(4) Inflammable Diesel/Patrol/Gasoline must be systematically stored, filled up, used and disposed, according to Fixed Methods.

(5) Hanging the Warning Singboards for Fire Danger, such as ; "No Smoking", "No Fire Carelessness", "Use Fire Systematically", inside the Project Area. Special Warning Prohibition Signs must be especially accomplished at the Gasoline Storage Tank and at Places, where Other Inflammable Materials are stored/ handled.

(6) It is to assemble/use the Electrical Connections, according to the Enactions/ Technologies of Myanma Electric Power Enterprise, to make Regular Checks and repair the Needed Things, to keep the Checking Records and to assemble Main Switches.

(7) To assemble Earth Wires and Thunder Preventions in the Buildings.

(8) Office Use, Business Site Use Materials must be drawn/fixed with Preferred Level Markings.

(9) By Forming the Fire Extinguishing Teams to prevent Fire Danger in advance and Expertise Training Courses must be conducted.

(10) Fire Extinguishing Cylinder, Fire Hoses, Water Tanks must be kept and by checking always, it must be kept by fixing Enough Space, to be able to use in readiness.

Pre-Businesses for Fire Extinguishing.

4. Prevention in Advance not to cause Fire Danger must be accomplished and if Fire Danger occurs, Businesses must be accomplished systematically as the following.

(1) In Every Building and Needed Places, Fire Extinguishing Cylinders, Water/ Sand Buckets, Fire Hooks/Flats must be kept.

(2) In order to be able to accomplish Automatic Fire Danger Warning System and Warning Iron Rods, Needed Materials/Instruments must be assembled.

(3) Must fix the Danger Warning System.

(4) Must fix the Preferential Fire Extinguishing.

(5) Fire Danger Security Staff must be kept on Daily Duties.

(6) If the Danger occurs, it must be accomplished immediately in Urgently as the following;

 (a) Striking the Warning Bell.

 (b) Informing Fire Services Department so as to be able to come and extinguish by the Fire Engines at the fastest.

 (c) Moving Preferrential Materials to Fire Free Places.

 (d) Extinguishing Fire.

 (e) So that there may be Least Loss to Fire, to accomplish the Fire Extinguishing with Own Organization Strength.

 (f) Systematically barring of Fire, so that it may not spread to Other Places.

MSMP INTERNATIONAL COMPANY LIMITED

No. (514/8), 26 Street, Bet: 59 x 60, Maha Zayyar Bon Quarter, Aung Myae Thar Zan Township, Mandalay.

Phone Number : 02-72266, 02-65958, Fax : 02-73088

စာအမှတ်၊ MMID /AWK - ၀၂၂/ ၁၆

ရက် စွဲ၊ ၂၀၁၇ ခုနှစ် ၊ ဇွန်လ ၂၂ ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

နေပြည်တော်

အကြောင်းအရာ။ **ကုမ္ပဏီဝန်ထမ်းများ၏ ဝင်ငွေခွန်များ မပျက်မကွက်ပေးဆောင်ရန် ဝန်ခံကတိပြုခြင်း**

MSMP International Co., Ltd.အနေဖြင့် ကုမ္ပဏီဝန်ထမ်းများမှ လစာငွေ တစ်နှစ်လျှင် သိန်း (၂၀) နှင့်အထက် ရရှိသော ဝန်ထမ်းများ၏ ဝင်ငွေခွန်များကို လစဉ်မပျက်မကွက် ပေးဆောင်စေရန်အတွက် လိုအပ်သလို ဆောင်ရွက်ပေးမည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လေးစားစွာဖြင့်-

ဦးထွန်းထွန်းအောင်

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နေပြည်တော်

အကြောင်းအရာ။ **ဒေသဖွံ့ဖြိုးရေးလုပ်ငန်းများ CSR ရန်ပုံငွေအတွက် နှစ်စဉ်အမြတ်ငွေ၏ ၂% ထည့်ဝင်နိုင်ရေးကိစ္စ**

MSMP International Co., Ltd. အနေဖြင့် လုပ်ငန်းများ စတင်လည်ပတ်ရာတွင် ကုမ္ပဏီ၏ အမြတ်ငွေမှ ၂% အား ထည့်ဝင်လှူဒါန်းရန် စီစဉ်ထားရှိ ပါကြောင်းနှင့် နှစ်စဉ် ထည့်ဝင် လှူဒါန်း မည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လေးစားစွာဖြင့်-

ဦးထွန်းထွန်းအောင်



World Bank Group

Environmental & Social Impact Assessment (ESIA) of the Semeikhon Riverside Port Project in Myanmar

Draft ESIA Report

29 June 2016

Environmental Resources Management

www.erm.com

Environmental & Social Impact Assessment (ESIA) of the Semeikhon Riverside Port Project in Myanmar

Draft ESIA Report

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Environmental Resources Management

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http://www.erm.com

Client: International Finance Corporation, World Bank Group					Project No: 0338577
Summary: This document presents the Draft ESIA Report for the ESIA Study of the Semeikhon Riverside Port Project in Myanmar.					Date: 29 June 2016 Approved by: Craig A. Reid *Partner*
0	ESIA Report	Var	JT	CAR	29/6/16
Revision	Description	By	Checked	Approved	Date

Distribution

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CONTENTS

EXECUTIVE SUMMARY

INTRODUCTION

The Project covers the proposed development of the **Semeikhon Riverside Port (**SMP), located next to the Ayeyarwady River in the Mandalay Region, central Myanmar (*Figure 1*). The **Myotha Industrial Development Public Co. Ltd.** (MMID) will be the developer and the **International Finance Corporation** (IFC), through its proposed equity participation as an InfraVentures project, will play the role of co-developer.

The SMP will be developed in phases as container port traffic builds up over time. Depending on the results of Phase 1, subsequent future phases may be pursued. As a co-developer, IFC's equity investment is supporting Phase 1 activities at this point, with a possibility for supporting future phases.

In relation to the above, the IFC has commissioned **Environmental Resources Management** (ERM), along with their local partner **E Guard Environmental Services Co. Ltd.** (eGuard), to undertake an **Environmental and Social Impact Assessment** (ESIA) Study for the proposed port development in accordance with the requirements of the of national / local environmental and social regulations, IFC 2012 Performance Standards (PSs), and applicable World Bank Group (WBG) Environmental, Health and Social (EHS) guidelines.

PROJECT JUSTIFICATION

The development of riverside port infrastructure is important as Myanmar relies on the use of Inland Water Transport (IWT) due to its geographical characteristics of extensive inland waterway networks. The Ayeyarwaddy River, as the longest river in Myanmar, is key in this network and supports high volumes of IWT. The Mandalay Port is the principle port serving the area which is reported to have limited capacity and low efficiency. The development of the SMP with the Port Link Road (PLR) as an associated facility will thus provide an improved infrastructure to support the rural development in Mandalay and the wider Ayeyarwaddy River IWT network, as well as creating job opportunities for local people.

PROJECT OVERVIEW

Under Phase 1 of the SMP, a general cargo berth will be developed to handle a range of products from containers, general cargos, ro-ro off cargos to dry bulk cargo. Location of the general cargo berth and terminal under the Phase 1 development is shown in *Figure 2* which covers an area of ~7.7 ha. Phase 1 of the SMP will be designed with one floating berth, one barge and one 50 ton crane with capacity to handle an estimated 200,000 tons of cargo.

Figure 1 Location of the Semeikhon Riverside Port and the Associated Port Link Road

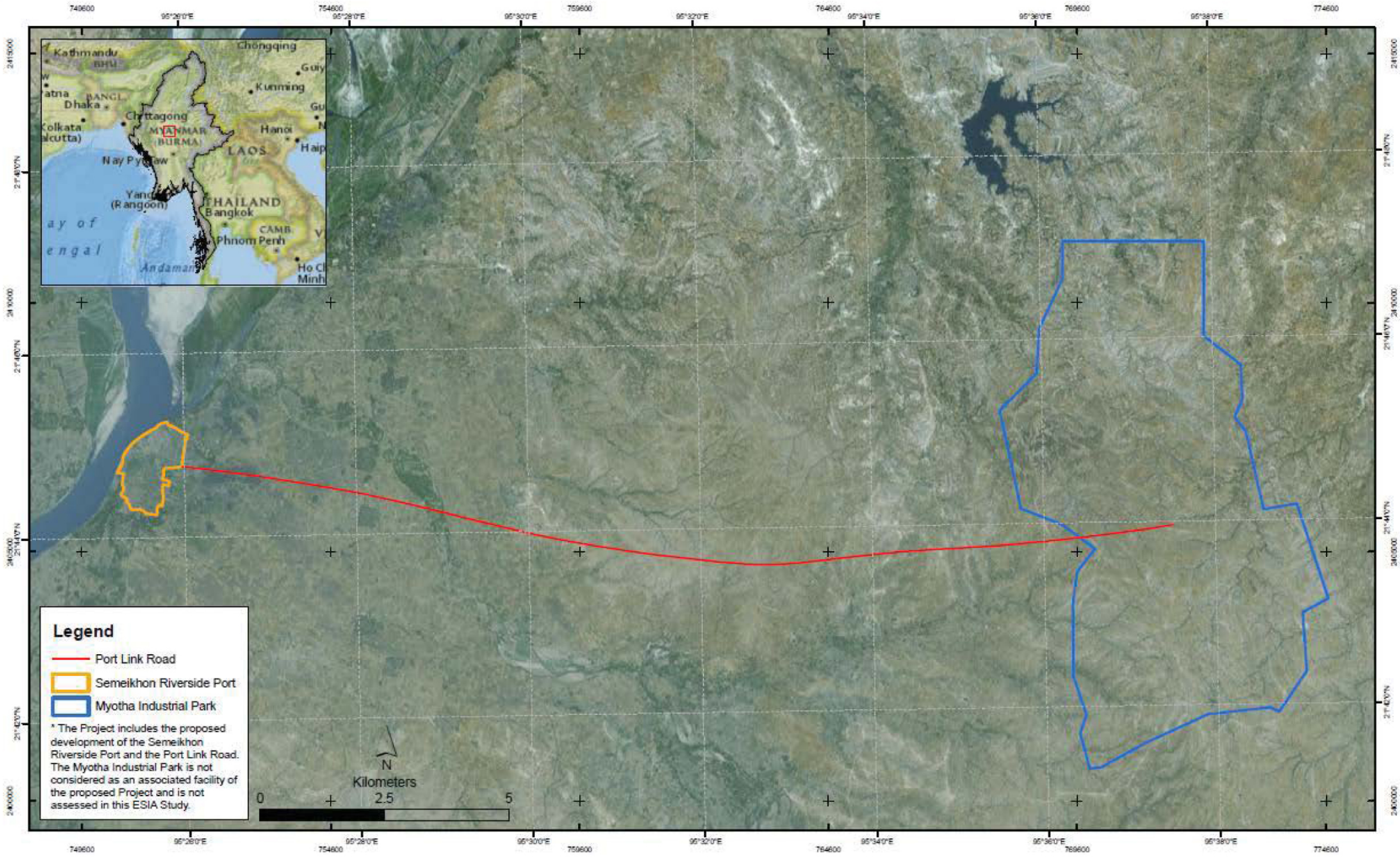
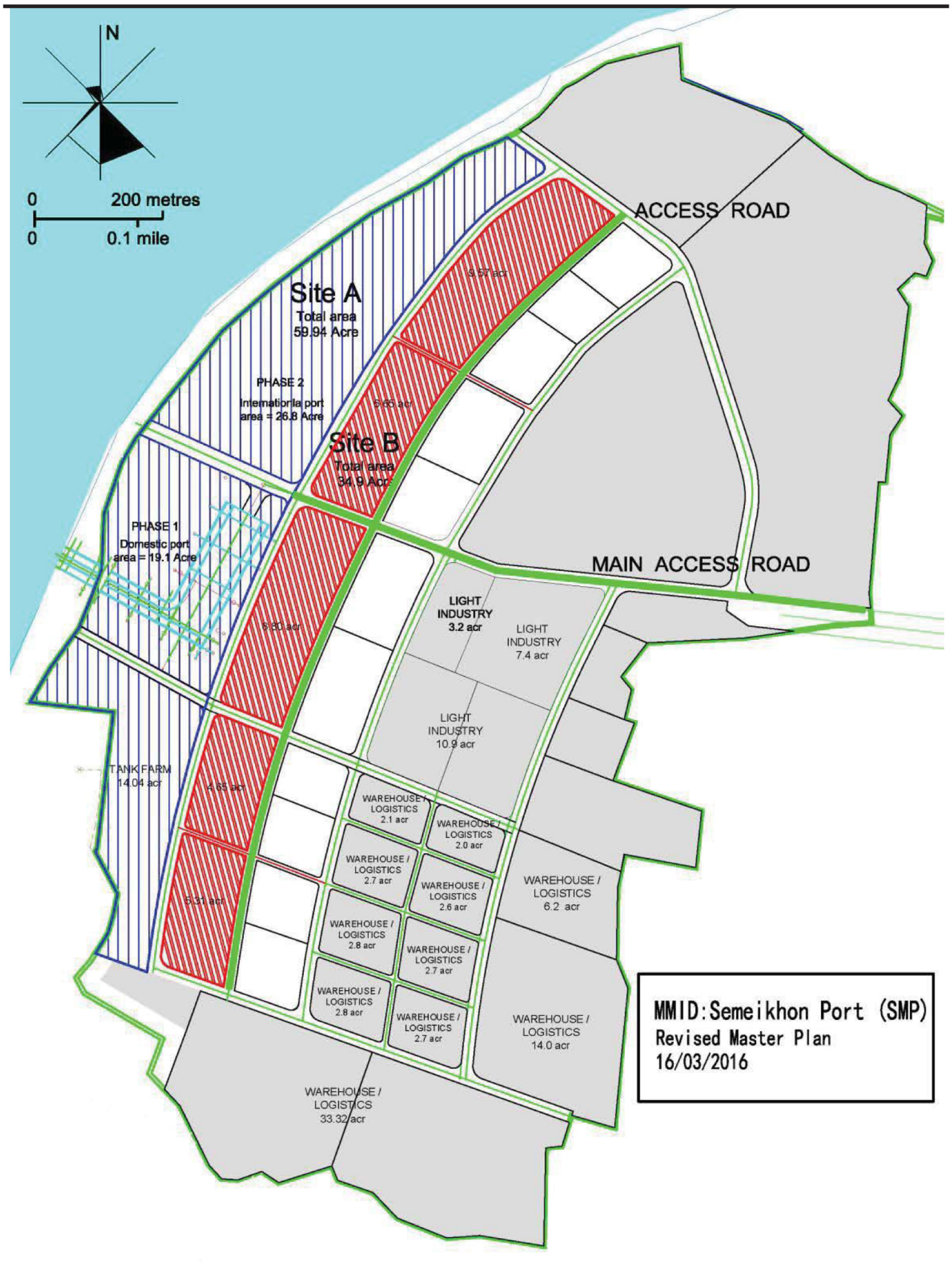


Figure 2 *Master Plan of the SMP*



The PLR connecting the Myotha Industrial Park (MIP) to the SMP is approximately ~23 km in length and ~60 m wide. The road is consisted of four lanes, in two directions and is expected to be extended to link the main Mandalay to Yangon Highway in the future.

Construction of the Project has commenced during the preparation of this ESIA Report. A summary of the completed construction activities is listed below, which is not be covered by this ESIA Study:

- Site clearance and preparation at the SMP;

- Construction of the infill area for the storage yard and the associated drainage facilities for surface runoff;
- Construction of the ramp;
- Fabrication of the floating berth;
- Construction of the trench for deployment of the fabricated berth into the river;
- Construction of the SMP main office and staff housing; and
- Construction of the PLR as a dirt road.

Upcoming key construction activities of the Phase 1 development include the launch of the constructed berth at the SMP and upgrading of the PLR, which are expected to be completed in the 2nd quarter of 2016.

During operation of the SMP, the Project will own one truck for port operations and will not own and use any vessel. All other trucks and vessels are considered as owned by third party and the associated impacts are not covered under this ESIA Study. It is estimated that a total of 16 trucks will be using the PLR per day for transportation to and from the SMP. It is also planned to allow local communities to set up shop houses along the outer edges of the road.

For future phases of development of the Project, the design is preliminary in nature with no confirmed details on construction and operation of these phases. As such, they are not covered under the scope of the detailed impact assessment. Key mitigation measures for future phases are, however, recommended based on industry standards.

ESIA OBJECTIVES

The ESIA Study primarily covers the construction and operation of the Phase 1 of SMP. In addition, with preliminary information on future phases of SMP development, key mitigation measures for future phases are also recommended based on industry standards and presented in the Environmental and Social Management Plan (ESMP) within this ESIA Report.

The objectives of this ESIA are as follows:

- Facilitate an understanding of the elements of the existing baseline conditions that are relevant to resources/receptors that could be potentially impacted by the Project;
- Identify the aspects of the Project that could potentially result in significant environmental and social impacts on resources/receptors;

- Document how stakeholders have been engaged during the ESIA Process, and how stakeholder feedback has been considered in the ESIA;
- Predict and evaluate the significance of the potential environmental and social impacts of the Project;
- Identify the aspects of the Project that need to be managed, and recommend appropriate and justified mitigation and enhancement measures;
- Determine the significance of residual impacts, taking into account the implementation of mitigation measures;
- Generate plans for the management and monitoring of impacts, including plans for ongoing stakeholder engagement; and
- To meet national / local environmental and social regulations, IFC 2012 PSs, and applicable WBG EHS guidelines relevant to the Project.

ADMINISTRATIVE FRAMEWORK

Relevant legal and policy context in Myanmar, including national requirements and documents the environmental and social standards with which the Project will achieve compliance, as well as the international standards that the Project will follow, comprising of:

- Myanmar administrative and legislative framework as well as existing regulatory requirements;
- International organisations such as the World Bank and IFC environmental and social guidelines and standards that relate to both conducting an ESIA as well as to the technical performance standards applicable to the Project; and
- International conventions to which Myanmar is a signatory and with which the Project must therefore comply.

National Requirements

Environmental Impact Assessment (EIA) Procedure

The final Environmental Impact Assessment (EIA) Procedure for Myanmar was promulgated on 29th December 2015. Under the EIA Procedure, there is a requirement for the undertaking of an IEE or an EIA in order to obtain an ECC for certain development projects. An IEE Report for this Project was developed in 2012 which covered the MIP and the proposed Project (including the Port Link Road) (1). As such, the necessary local environmental approvals for the Project have already been obtained from the MOECAF and this ESIA Study does not include the need to obtain local environmental approval for the Project. However, the Project will comply with relevant national legislation and standards.

National Environmental Quality (Emission) Guidelines

With the release of the final EIA Procedure in December 2015, the National Environmental Quality (Emissions) Guidelines (EQG) were also released. These Guidelines provide the basis for regulation and control of noise and air emissions and effluent discharges from projects in order to prevent pollution and protect the environment and public health. These standards are noted to be the generally same as that recommended by the IFC General EHS Guidelines (2007) (2), which were used for comparison of baseline data and predicted impacts in this ESIA unless otherwise stated.

International Standards and Guidelines

In addition to national legislation, a range of international standards, including IFC Performance Standards (IFC PS) and the World Bank Guidelines are applicable to the Project. These standards are set to complement and reinforce national legislation and ensure the Project is conducted under best practices in a way that minimises risks, impacts and ensures compliance and fair practices. The IFC PS and the World Bank Guidelines provide guidance on how to identify risks and impacts, and are designed to help avoid, mitigate, and manage risks and impacts as a way of doing business in a sustainable way, including stakeholder engagement and disclosure obligations of the Project Proponent in relation to project-level activities (3) (4).

The applicable international guidelines and standards for the Project are as follows:

(1) ERE Consulting Group Sdn. Bhd. (2012) Initial Environmental Examination Report for Proposed Industrial Park, River Port and Link Road Mandalay Division, Republic of the Union of Myanmar

(2) Environmental, Health and Safety (EHS) Guidelines – General EHS Guidelines: April 2007, International Finance Corporation, World Bank Group

(3) IFC Performance Standards on Environmental and Social Sustainability, January 2012, International Finance Corporation, World Bank Group

(4) Environmental, Health and Safety (EHS) Guidelines – General EHS Guidelines: April 2007, International Finance Corporation, World Bank Group

- IFC Performance Standards (IFC PS) (2012);
- World Bank Group (WBG) Environmental Health and Safety (EHS) General Guidelines (2007);
- WBG EHS Guidelines for Ports, Harbours and Terminals (2007); and
- Relevant international treaties to which Myanmar is a signatory, including those related to waste management, biodiversity conservation as well as labour and human rights conventions.

DESCRIPTION OF THE ENVIRONMENT – BIOPHYSICAL BASELINE

For the purposes of this non-technical summary, the description of the baseline environmental conditions is limited to those aspects that are directly relevant to the proposed Project and anticipated impacts, ie on-site ambient air quality, noise, water quality and biodiversity. Baseline surveys were undertaken in April 2016 for these aspects in order to provide baseline information for the purpose of conducting an informed ESIA of the Project.

Ambient Air Quality

In April 2016, baseline air quality survey was undertaken at three (3) stations in the vicinity of the Project Site which are considered as representative existing Air Sensitive Receivers (ASRs). The air quality parameters measured were particulate matter ($PM_{2.5}$ and PM_{10}), NO_2 and SO_2.

Results indicatively showed that the majority of concentrations across the sampling stations were high, which is inconsistent with the rural setting of the Project and its environs (i.e. no industrial and limited human activity). Based upon the nature of the development area and the absence of significant sources of emissions, it is considered likely that the concentrations recorded during the monitoring period were affected by interference. The existing airshed is thus considered to be undegraded for the purpose of this ESIA Study.

Noise

Baseline noise monitoring was conducted in April 2016 at three (3) representative existing Noise Sensitive Receivers (NSRs) located near the Project Site to establish the background levels. Hourly A-weighted equivalent continuous sound pressure levels (L_{Aeq}, 1 hour) were recorded continuously over 24 hours at each location. Daytime and night-time L_{Aeq} were calculated by averaging the hourly sound pressure levels measured between 0700 and 2200 hours and between 2200 to 0700 hours, respectively.

Daytime averaged background noise levels at all NSRs exceeded both the EQG and IFC guideline values, except for one NSR. Night-time averaged background noise levels at all NSRs exceeded both the EQG and IFC guideline

values. The background noise levels are typical of a general rural environment.

Water Quality

During the baseline survey in April 2016, the water quality parameters measured include pH, dissolved oxygen (DO), chemical oxygen demand (COD), 5-day biochemical oxygen demand (BOD_5), oil and grease, total nitrogen (TN), total phosphorus (TP), total suspended solids (TSS), total coliform, water temperature, channel depth and flow velocity. Measurements were taken at three (3) stations, which were located in the river sections next to the SMP as well as next to the intake points of two irrigation channels. As revealed by the baseline survey in April 2016, majority of water quality parameters complied with the Effluent Discharge Levels specified by the National EQG and the baseline water quality is considered as representative of the high silt load condition in the Ayeyarwady River.

Biodiversity

Baseline biodiversity surveys were undertaken in April 2016. Habitats identified within the Study Area are summarises in *Table 1* below with biodiversity value/sensitivity given to each habitat type. None of these habitats were considered as Critical Habitat under IFC PS6.

Table 1 ***Area of Habitats found in the Study Area***

Habitat Type	Habitat	Area (hectares)
Cultivated Land	Modified Habitat	2,052
Shrub Land	Modified Habitat	456
Grass Land	Modified Habitat	81
River Bank	Modified Habitat	Presented as length with no available area
Sand Bank	Modified Habitat	178
River and Stream	Natural Habitat	123
	Total	2,890

No species of conservation significance was identified for plant or mammal during the baseline survey in April 2016, amongst the 339 plant species and 14 mammal species recorded.

Although all of the 89 avifauna species recorded are listed as Least Concerned on the IUCN (2015), two species, *Turdoides gularis* (White-throated Babbler) and *Mirafra microptera* (Burmese Bushlark,) were endemic species of Myanmar which were common in the Study Area. White-throated Babbler can be found in Central and South of Myanmar while Burmese Bushlark distributed only in Central Myanmar.

A total of 27 herpetofauna species were recorded during the April 2016 baseline survey, with *Python molurus* (Indian Rock Python) and *Ophiophagus hannah* (King Cobra) being considered as Vulnerable snake species by the IUCN (2015).

Except for the Irrawaddy Dolphin (*Orcaella brevirostris*), all aquatic species recorded are considered as Least Concern, Near Threatened, Data Deficient or with no status in the IUCN (2015).

DESCRIPTION OF EXISTING ENVIRONMENT – SOCIOECONOMIC

The socio-economic data have been obtained through both review of secondary data which are publicly available and primary data collected during the stakeholder consultation and baseline socio-economic surveys conducted in April 2016 as part of the ESIA Study of the Project. For the purposes of this non-technical summary, the description of the baseline conditions is limited to those key aspects that are directly relevant to the proposed Project and anticipated impacts.

Livelihoods

Over 70% of those surveyed in April 2016 were farmers. Of these, 92% stated that they farmed along the PLR and the remainder farm within the SMP. Farmers from Nga Nan village tract stated that they also had the right of ownership on the alluvial land in the Ayeyarwady River ("the temporary land") and that they farmed on this land. The farmers used water from Ayeyarwady River for irrigation. It was reported that two private companies dredged the sand at the temporary land near Nga Nan village since 2012. This had resulted in the loss of 400 acres of land and was understood not to be related to the Project.

Fishing is not the major source of income for people living in the Project AOI. The household survey undertaken for the ESIA only identified two households (4% of respondents) whose main source of income is fishing. One household from Nga Nan village and the other from Semeikhon village were identified as generating their main source of income from fishing along the Ayeyarwady River.

Fisherman in Semeikhon stated that no fishing license is required for daily fishing. The household from Nga Nan village who operated a family fishing business was required to hold a fishing license which was issued by the local government on an annual basis.

It was reported during the household surveys that people from Myin Mu village used electric shock fishing. The surveyed fisherman commented that reduction in fish catch in the area was mainly due to this illegal fishing in the downstream reaches of the river.

Use of Natural Resources

Farmland is the main use of natural resources in the Project AOI. Other uses of natural resources include the use of small patches of arable land for farming and the use of forest resources such as wood cutting for cooking and gathering wild fruits for eating.

Infrastructure

The Ayeyarwady River is the main source of water for local communities living in the Project AOI. Communities live near the river (i.e. Semeikhon village) used buckets to carry water from the river for cooking, bathing and washing clothes. Communities live further away from the river (i.e. Nga Nan village tract) will buy water from a service provider in Semeikhon village.

Of the six surveyed villages, electricity is only available in Semeikhon village. Significant number of responses received in Nga Nan village tract commented that they have no access to electricity and they have to use wood fire for cooking and boiling.

The main transport link and road infrastructure is the PLR. No markings were sighted on any direction and the road was not fenced in any fashion that could prevent people and livestock to walk in.

Adequacy of Project Information

The majority of the respondents (72%) did not feel they have been adequately informed in the Project. Respondents from Semeikhon, Nga Nan, Nyaung Pin Thar and Myint Thar villages showed a highest level of dissatisfaction with 80% expressing that they had not been adequately informed about the Project. The adequacy of Project information for Gway Gyi and Sone Ywar respondents was slightly higher than respondents from other villages, with about 40% of respondents from these villages expressing that they had been adequately informed.

Perceptions of Project Impacts

The majority (90%) of the respondents indicated that the Project had brought impacts (positive/negative or both) to the communities. The commonly identified positive impacts were associated with the development of infrastructure, transportation and services. This included the development of road networks, schools and access to electricity.

Over half of the respondents from Semeikhon, Gway Gyi and Sone Ywar villages indicated that they were positively affected by the development of transportation. Of these, respondents from Semeikhon village gave the highest positive feedback (80%) about the improvement of road network.

Perceived negative impacts related to land loss and reduced farming productivity as well as to health and safety issues because of the PLR and SMP construction. Land loss or reduction of farmland productivity was mainly highlighted by respondents from Semeikhon, Nga Nan and Nyuang Pin Thar villages. Respondents commented that they have lost their farmland because of the soil erosion along the road side of the villages. Health and safety issue was another major concern especially highlighted by respondents from the villagers of Sone Ywar and Gway Gyi village. Respondents worried about

the road safety in the Project Site as there were no markings or fences along the PLR and they thought it could be a potential hazard especially for children who crossed the road when they went to school.

SUMMARY OF IMPACTS AND MITIGATION

The Project activities have the potential to give rise to a range of impacts of varying magnitude and significance. The impacts for the construction phase and the operation phase were considered separately, where appropriate. The assessment methodology used to assess the significance of impacts took into account impact magnitude and sensitivity of receptors and resources affected. Impacts were assessed pre-mitigation (but in consideration of existing and in-place controls) and a significance rating determined. Mitigation measures to avoid, reduce, remediate or compensate for potential negative impacts and actions to be taken to enhance benefits were identified. Residual impacts were then assessed taking into account proposed mitigation and enhancement measures. A summary of impacts is provided in the *Table 2* below.

MITIGATION, MONITORING AND ENVIRONMENTAL MANAGEMENT

Implementation of the findings and outcomes of the ESIA process are described in the ESMP for the proposed Project. The ESMP outlines the mitigation and enhancement measures identified through the ESIA process and the organization and systems that will be developed to ensure the effective implementation. The ESMP also provides further details on the delivery mechanism for the environmental and social mitigation measures.

The key objectives of the ESMP are to:

- Collate the various mitigation and management measures developed throughout the ESIA into a single point;
- Identify all of the detailed management plans which will need to be developed for implementation throughout the construction and operation phases of the Project;
- Define monitoring requirements to determine the efficiency of all mitigation and management measures; and
- Provide clarity to all stakeholders as to what impacts have been identified, how they will be mitigated and managed, and through what means.

Table 2 Summary of Impact Assessment for the Construction and Operation of the Phase 1 Development of the Project

Issue	Impact Summary	Impact Magnitude	Receptor Sensitivity	Impact Significance *(prior to Additional Mitigation and Management Measures)*	Residual Impact Significance *(after implementation of Additional Mitigation and Management Measures)*
Air Quality	Dust emissions associated with construction of the SMP and PLR. .	Small	Medium	Minor	Negligible
	Dust emissions associated with handling and storing/stockpiling of potentially dusty construction materials (i.e. cement, sand) and cargo during operation of the SMP.	Small	Medium	Minor	Negligible
	Dust emissions associated with traffic on the PLR and internal road network during construction and operation of the Project	High	Medium	Major	Negligible
Noise & Vibration	Noise generation due to construction activities, mainly from trucks, cranes, pilling rig and generators during site preparation, foundation, construction of buildings and infrastructures such as internal roads.	Negligible	Medium	Negligible	Negligible
	Noise generation due to operation of fixed plant and machinery.	Negligible	Medium	Negligible	Negligible
Surface Water Quality	Impacts to surface water quality due to wastewater and run-off during construction of the SMP and PLR.	Negligible	High	Negligible	Negligible

Issue	Impact Summary	Impact Magnitude	Receptor Sensitivity	Impact Significance *(prior to Additional Mitigation and Management Measures)*	Residual Impact Significance *(after implementation of Additional Mitigation and Management Measures)*
	Impacts to surface water quality due to wastewater and run-off during operation of the SMP and PLR.	Negligible	High	Negligible	Negligible
	Impacts to surface water quality due to accidental spills during construction and operation.	Negligible	High	Negligible	Negligible
Waste	Impacts from non-hazardous wastes during construction and operation.	Small	Low	Negligible	Negligible
	Impacts from hazardous wastes during construction and operation.	Small	Medium	Minor	Minor
Biodiversity	Temporary loss of habitat due to construction.	Small	Medium	Minor	Minor
	Permanent loss of habitat due to construction.	Small	Medium	Minor	Minor

Issue	Impact Summary	Impact Magnitude	Receptor Sensitivity	Impact Significance *(prior to Additional Mitigation and Management Measures)*	Residual Impact Significance *(after implementation of Additional Mitigation and Management Measures)*
	Temporary disturbance to fauna behaviors due to construction.	Small	Medium	Minor	Minor
	Edge effects degrading habitat due to construction.	Small	Medium	Minor	Minor
	Degradation of habitat due to construction.	Small	Medium	Minor	Minor
	Indirect impacts to biodiversity due to water quality impacts caused by construction.	Small	Medium	Minor	Minor
	Fauna mortality due to construction.	Negligible	Medium	Minor	Minor
	Impacts to species identified during baseline survey due to construction.	Negligible to Small	Low to High	Minor	Minor

Issue	Impact Summary	Impact Magnitude	Receptor Sensitivity	**Impact Significance** *(prior to Additional Mitigation and Management Measures)*	**Residual Impact Significance** *(after implementation of Additional Mitigation and Management Measures)*
	Degradation of habitats due to operation.	Small	Medium	Minor	Minor
	Disturbance due to operation.	Small	Medium	Minor	Minor
	Fauna mortality due to operation.	Small	Medium	Minor	Minor
Social	Impacts on livelihood (fishing) from SMP construction and operation.	Small	Medium	Minor	Minor
	Impacts on livelihood (farming) from SMP construction and operation.	Medium	High	Major	Minor
	Impacts on community health and safety during construction.	Medium	High	Major	Minor

Issue	Impact Summary	Impact Magnitude	Receptor Sensitivity	**Impact Significance** *(prior to Additional Mitigation and Management Measures)*	**Residual Impact Significance** *(after implementation of Additional Mitigation and Management Measures)*
	Project benefits during operation.	Positive	Positive	Positive	Positive

Table 14.1 Environmental and Social Management Plan of the Project

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Estimated Budgetary (USD)
A	*Construction Phase*								
1.1	Air Quality	Earthworks associated with the preparing and establishing the proposed Project Site for construction. Transportation of materials to the construction sites by truck. Stockpiling of construction materials. Material transfer.	Dust	Existing / In-place Control • Water suppression or chemical dust suppressants on active construction areas; • Provision of cover on exposed soil and construction materials including stockpiles; • Dust causing activities, machinery and stockpiles of materials with the potential to create dust should be located as far away from ASRs as possible; • The design of stockpiles should be optimised to retain a low profile with no sharp changes in shape; • Drop heights of material should be minimized; • Vehicles transporting dusty materials should be covered at all times; • Planting of vegetation in non-structure areas to minimize wind erosion of topsoil; • Hauling of spoils/excavated earth materials immediately after excavation; and • Install hoarding (i.e. temporary solid fencing) along the perimeter of the construction worksite boundary, as far as practicable. The following points should be noted with regard to the use of water and chemical suppressants to attenuate dust: • During the wet season, or at any time during the year when there is excessive rainfall, management techniques, especially those which include using additional water to suppress dust, should be reviewed and their use amended accordingly, as fugitive dust and particulate emissions will naturally be attenuated during periods of heavy or prolonged rainfall; and • During periods of extended drought, watering of construction areas may not be feasible. In this instance, the use of alternative surface treatments such as chemical dust suppressants should be considered. Additional Mitigation and Monitoring Measures Recommended • Record all dust and air quality complaints and follow up by identifying the causes and taking appropriate measures to reduce emissions in a timely manner; • Record any exceptional incidents that lead to fugitive dust emissions either on or off the Project site and make a record of the action taken to resolve the issue and reduce the possibility of it occurring again in the future; and • Undertake frequent inspections at nearby receivers and make a record of inspection findings. Inspections should include regular dust soiling checks of surfaces such as vehicles and window sills within 100 m of the construction site boundary (see *Table 14.2*).	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices. USD2,000 for audit.
1.2	Air Quality	Traffic on the PLR and internal road network.	Dust	Existing / In-place Control • Surface improvements will be undertaken along sections of the PLR and these are assumed to continue during Phase 1 operations of the Project. Additional Mitigation and Monitoring Measures to be Implemented • Identifying and prioritizing the upgrading of certain sections of PLR which are situated close to ASRs (within 500 m; e.g. Nga Nan village) along its entirety; • Surface treatment such as watering or treatment with chemical dust suppressants on unpaved sections of roads, especially where ASRs are located in close proximity (within 500m); • Vehicle restrictions that limit the speed, weight or numbers of vehicles on unpaved sections of road, especially where ASRs are located in close proximity (within 500m); • Record all dust and air quality complaints and follow up by taking appropriate measures to reduce emissions in a timely manner; • Undertake frequent offsite inspections at nearby ASRs and make a record of inspection	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices. USD 9,000 per dust monitoring

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Estimated Budgetary (USD)
				findings. Inspections should include regular dust soiling checks of surfaces such as vehicles and window sills within 500m of the PLR (see *Table 14.2*). • Perform dust deposition, dust flux or real time monitoring at receivers locations within 500 m of the PLR. Action levels (thresholds which trigger investigation of on-site dusty activities and baseline conditions) should be established. When activities result in unacceptable emissions of dust and particulates, additional mitigation and control should be implemented (see *Table 14.2*).					
2.1	Noise	Overall construction activities inc. heavy machinery operations for construction works.	Increase in ambient noise levels	Existing / In-place Control • Well-maintained equipment to be operated on-site; • Regular maintenance of equipment such as lubricating moving parts, tightening loose parts and replacing worn out components; • Shut down or throttled down between work periods for machines and construction plant items (e.g. trucks) that may be in intermittent use; • Reduce the number of equipment operating simultaneously as far as practicable; • Orientate equipment known to emit noise strongly in one direction so that the noise is directed away from receptors as far as practicable; • Locate noisy plant as far away from receptors as practicable; • Avoid transportation of materials on- and off-site through existing community areas; and • Use material stockpiles and other structures, where practicable, to screen noise sensitive receptors from on-site construction activities.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices.
3.1	Surface Water Quality	Discharge of wastewater and runoff from Project Site near the Ayverwaddy River.	Impact to surface water quality	Existing / In-place Control • Sewage will be collected for treatment in septic tanks at the staff housing and SMP main office. • Sanitary wastewater will be treated to meet the national EQG on Effluent Discharges prior to disposal and will be monitored regularly (see *Table 14.2*). • Storm water run-off will be routed to a pond to remove silt particles before discharge via storm drain. • Earthworks to form the final surfaces will be followed up with surface protection and drainage works to prevent erosion caused by rainstorms; • Appropriate surface drainage will be designed and provided where necessary; • Surface runoff from potential sources of contamination will be prevented; • All drainage facilities and sediment control structures will be inspected on a regular basis and maintained to confirm proper and efficient operation at all times and particularly during rainstorms. Deposited silt and grit will be removed regularly; • Runoff from areas without potential sources of contamination will be minimized (e.g. by minimizing the area of impermeable surfaces) and the peak discharge rate will be reduced (e.g. by using vegetated swales and retention ponds); • Oil water separators and grease traps will be installed and maintained as appropriate at refueling facilities, workshops, parking areas, fuel storage and containment areas, if any; and • The discharge point of treated sewage effluent to surface water (location not confirmed based on existing project design) will be located where there is adequate assimilative capacity of the surface waters.	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices. USD45-90,000 for wastewater treatment USD 9,000 per water quality monitoring
3.2	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Existing / In-place Control <u>Spill Prevention</u> • Hazardous material process and storage facilities will be designed to international specifications with regard to spill and leak prevention and containment. <u>Spill Response</u> • The Project will develop a detailed spill response plan including community sensitization/notifications when required.	Design Phase	MMID Design Team for design of hazardous material process and storage facilities. Appointed	On site Project Management team and designated EHS team	Design review by MMID Spill Response Plan to MMID	USD10,000 for Spill Response Plan

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Estimated Budgetary (USD)
						Contractor for Spill Response Plan.			
3.3	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Existing / In-place Control Spill Prevention • Hazardous material process and storage facilities will be built to international specifications with regard to spill and leak prevention and containment. Hazardous material storage will be on hard standing and impermeable surface and the bulk storage facility will be bunded. The Project will restrict storage and handling of hazardous materials and fuels to bunded areas of sufficient capacity to contain a release. • Refueling of equipment and vehicles will be carried out in designated areas on hard standing ground to prevent seepage of any spillages to ground. Collection systems will be installed in these areas to manage any spills, fuels will be collected and either reused, treated by incineration or removed by a local contractor. Drip trays must be used when refueling and servicing vehicles or equipment, where it is not on a hard standing. Spill Response • The Project will maintain spill clean-up and response capability adequate for addressing spills for all phases of the Project and for both spills on the land and in the marine environment. All spills will be immediately contained and cleaned up. Contaminated areas will be remediated and post remediation verification will be carried out.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	USD5-10,000 for equipment installation at refuelling area.
4.1	Waste	Handling, storage, transport and disposal of non-hazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Existing / In-place Control • WMP will be prepared for the construction of the Project.	Design Phase	Appointed Contractor	On site Project Management team and designated EHS team	WMP to MMID	USD10,000 for WMP
4.2	Waste	Handling, storage, transport and disposal of non-hazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Existing / In-place Control • Good housekeeping practices for waste storage and handling in accordance with the WMP; • Construction materials will be managed in a way to avoid over-ordering, poor storage and maintenance, mishandling as well as improper operation procedures; • Construction wastes will be separated into reusable items and materials to be disposed of or recycled whenever applicable. It will be conducted at the immediate working area to avoid loss/leakage and cross contamination during handling; • Segregated wastes will be temporarily stored at designated areas for reuse on site. In case of temporary piling is required, weather protection such as tarpaulin and earth bunds or sand bag barriers will be provided to prevent leachate from entering the drain and surround water bodies. Enclosed waste containers will be provided for general refuse and enclosed designated waste collection bin will be provided for all construction to prevent spillage and vermin; and • Waste will be collected regularly by reputable waste collectors. Recyclables such as scrap steel and metal items will be collected by recycling companies where possible to maximized reuse of these items wherever possible. Additional Mitigation and Monitoring Measures Recommended • Proper non-hazardous waste management should be verified in the form of regular auditing in order to ensure the wastes handling, collection, storage and transportation	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices. USD2,000 for audit.

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Estimated Budgetary (USD)
				are conducted properly (see *Table 14.2*).					
4.3	Waste	Handling, storage, transport and disposal of hazardous waste generated at construction site.	Impacts to air quality, water quality, soil quality and health risk to workers/local people.	Existing / In-place Control • WMP will be prepared for the construction of the Project.	Design Phase	Appointed Contractor	On site Project Management team and designated EHS team	WMP to MMID	USD10,000 for WMP
4.4	Waste	Handling, storage, transport and disposal of hazardous waste generated at construction site.	Impacts to air quality, water quality, soil quality and health risk to workers/local people.	Existing / In-place Control • All hazardous wastes will be separated accordingly and temporarily stored in a covered container with the necessary provision of secondary containment as per the WMP. Additional Mitigation and Monitoring Measures Recommended • Proper hazardous waste management should be verified in the form of regular auditing in order to ensure the wastes handling, collection, storage and transportation are conducted properly (see *Table 14.2*).	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	USD10-25,000 for installation of facility USD2,000 for audit.
5.1	Biodiversity	Activities at access roads to construction areas, laydown areas and construction camps. Site clearance	Loss of habitat	Existing / In-place Control • The design and layout plan will be prepared to minimise tree cutting where possible. The Project owner shall be directly responsible for dissemination to its staff and workers of all rules, regulations and information concerning these restrictions, as well as the punishment that can expected if any staff or worker or other person associated with the Project violate rules and regulations; • The planned clearance area for the construction works shall be clearly identified and marked to avoid accidental clearing; and • Project will utilise or upgrade existing road (i.e. the PLR) where possible to minimise unnecessary clearing requirements.	Construction Phase	MMID and Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices.
5.2	Biodiversity	Noise, light and/or vibration as a result of construction activities (excavation, clearing, camps, plant and vehicle movement)	Disturbance to fauna behaviour	Existing / In-place Control • Construction vehicles and machinery will be maintained in accordance with industry standard to minimise unnecessary noise generation; • Arrangement of transportation schedules will aim to avoid peak hours of road usage to minimise heavy traffic through habitat areas; • Traffic signs will be installed on all roads throughout construction areas depicting speed limits; • For construction areas requiring night-time lighting, lights will be used only where necessary and will be directed toward the subject area and away from habitat areas where possible; and • Commitment will be made to raise awareness of the construction work force and make arrangements for restriction of poaching.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices.
5.3	Biodiversity	Vegetation clearance and in-stream works, if any, within the within construction site.	Barrier to movement and habitat fragmentation	Existing / In-place Control • The Project shall implement landscaping and re-vegetation after completion of construction in suitable areas to establish a suitable riparian corridor; and • In-stream works, if any, will be carried out in low-flow conditions where possible.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices.
5.4	Biodiversity	The construction	Edge effects	Existing / In-place Control	Construction	Appointed	On site Project Management	Monthly report to	No specific

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Estimated Budgetary (USD)
		associated with the Project will generate newly disturbed edges around the margins of the SMP and along the PLR.		• Dust suppression techniques will be utilised during construction, to control the dispersion of dust created by clearing lands at the construction sites; • The Project shall implement landscaping and re-vegetation after completion of construction using native species where possible; • To avoid/minimize releasing sediment load into the river, erosion control measures will be implemented and maintained e.g. using silt fence and temporary re-vegetation to minimize sediment transport from steep slope releasing to the river and smaller waterways; and • Weed and pest management measures should be implemented in accordance with a Project weed and pest management plan to avoid introduction of weeds to natural and modified habitat areas.	Phase	Contractor	team and designated EHS team	the MMID	cost assigned for measures associated with good site practices.
5.5	Biodiversity	Introduction of alien species and competition with native communities by construction vessel. Accidental release of hazardous substances stored or used during construction phases.	Degradation of habitat	Existing / In-place Control • Construction and domestic waste will be appropriately stored and disposed of to avoid attracting native and alien species to the construction areas; • For areas in direct runoff path to a watercourse, sediment and erosion control devices will be installed and maintained until vegetation replanting can occur to stabilise disturbed surfaces; • Oil, chemical and solid waste will be stored, and handled and disposed of by appropriately licenced waste management contractors; • Weed and pest management measures should be implemented in accordance with a Project weed and pest management plan to avoid introduction of weeds to natural and modified habitat areas; • Speed limits to maximum of 40 km/hr for construction vehicles will be enforced to limit noise and dust generation; • Construction materials and chemicals will be appropriately secured and locked down during flood season to avoid accidental release to the natural environment; • Engineering works will be designed to comply with the agreed water quality standards; • Water quality monitoring will begin as soon as possible after the Project begins, in order to control the quality of discharge of water to the Ayverwaddy River (see *Table 14.2*); • Emergency response plan and procedures will be prepared and implemented for the construction activities of the Project. This will include emergency drills and education of Project workers; and • Mitigation measures will be recommended and communicated to third party vessels using the SMP regarding the avoidance of introducing invasive aquatic species to the site.	Construction Phase	Appointed Contractor for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices. USD 9,000 per water quality monitoring
5.6	Biodiversity	During vegetation clearing activities and use of vehicles and machinery	Fauna mortality during vegetation clearing activities and in the event individuals are struck by vehicles and machinery	Existing / In-place Control • Speed limits to maximum of 40 km/hr for construction vehicles will be enforced to minimise potential for fauna strike; • Commitment will be made to raise awareness of values of natural habitat areas to construction work force and arrangements will be made for restriction of poaching; • Hunting wild animals will be strictly prohibited to apply for all staff; and • Fishing and using of illegal fishing gear anywhere along the river will be prohibited.	Construction Phase	Appointed Contractor	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices.
6.1	Livelihood (Fishing)	Presence of the SMP Wastewater discharge, surface run-off and accidental spill.	Impacts to fishermen livelihood and reduction of fish catch.	Existing / In-place Control • Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.	Please refer to Items A3.1-3 above.

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Estimated Budgetary (USD)
6.2	Livelihood (Farming)	Increases in soil erosion and surface runoff from the PLR. Damage to irrigation channels due to construction of the SMP and PLR.	Impact to livelihood of local communities and decline in farming productivity	Existing / In-place Control • Where the PRL crosses irrigation trenches, concrete pipes have been installed under the road. • A Land Acquisition Committee was established with representation by MMID, the Nga Nan and Semeikhon village tract leader as well as GAD to administer the land acquisition and compensation process for the Project. The compensation rate was fixed by the committee members at 20 lakhs/acre for all land acquired by the Project within the SMP and for the PLR. In addition, each landholder was entitled to a 60 m x 80 m parcel of land as part of the compensation package. Additional Mitigation and Monitoring Measures to be Implemented • All areas disturbed by construction activities will be, as far as reasonably possible, landscaped to reflect natural contours and restore suitable drainage paths; • Soil and spoil removed during the construction process will be stockpiled separately and stabilization measures shall be implemented. The stockpiles will be constructed with smooth slopes and free draining patterns. Topsoil stockpiles will be deep ripped to provide for moisture retention and regrowth. • Stockpiles will not be located on drainage lines, in floodway zones, or in other areas important for the conveyance of floodwaters during major floods; • Potential problems with erosion along the base of waste or soil surplus piles must be considered in planning the location of such sites; • Waste or surplus materials shall not be placed in areas subject to potential flooding and inundation, or in manmade or natural watercourses; • Wherever possible, land clearing and vegetation removal shall be conducted with as small footprint as possible to ensure the original ground cover is maintained in its existing condition; • Appropriate drainage, sediment traps, diversions, culverts and other structures shall be designed to prevent discharge from the PLR onto adjacent farmland and into irrigation channels. Regular inspection and maintenance will be conducted to monitor their efficiency; and • MMID shall develop a grievance procedure and have this administered by one of the existing Community Liaison Officers to receive and address concerns raised by the affected farmers.	Construction Phase	Appointed Contractor for mitigation measures implementation MMID CSR team for grievance procedures. Land Acquisition Committee	On site Project Management team and designated EHS and CSR team	Monthly report to the MMID	No specific cost assigned for measures associated with good site practices.
6.3	Community Health and Safety	Construction related transportation along the PLR.	Health and safety of the communities and livestock nearby	Additional Mitigation and Monitoring Measures to be Implemented • Enforcement of a speed limit for vehicles along the PLR and within the Project area. During the construction phase, when the PLR remains unsealed, a speed limit of 40km/h shall be enforced; • When the SMP becomes operational, speed limits should by posted and monitored by MMID; • Repair of PLR if it is damaged; • Erection of livestock crossing signs at known pathways across the PLR to alert drivers to the possibility of livestock entering the PLR; and • Establishment of a security team to monitor entrance to the construction site.	Construction Phase	Appointed Contractor, MMID and local authorities	On site Project Management team and designated EHS and CSR team	Monthly report to MMID	No specific cost assigned for measures associated with good site practices.
B	*Operation Phase*								
1.1	Air Quality	Handling and storing/stockpiling of potentially dusty construction materials (i.e. cement, sand) and cargo	Impact on ambient air quality	Existing / In-place Control • Material to be transferred or transported will be covered or contained; • Drop height of potentially dusty materials will be minimized; • Stockpile / cargo pile heights and areas should be limited and placed as far from ASRs as possible; • All stockpiles / cargo piles and storage areas will be covered or enclosed to minimize dust generation; • Stockpiles / cargo piles and storage areas of construction materials and earth to be kept	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assign for measures associated with good site practices.

Item No.	Project Stage/Affected Aspect	Project Activity and affected area	Potential Impacts	Proposed Mitigation Measures (if applicable)	Implementation Schedule	Responsibility for Mitigation Implementation	Responsibility for supervision of mitigation implementation	Reporting Requirements	Estimated Budgetary (USD)
				moist where applicable or the surfaces stabilized; and • Regularly sweeping docks and handling areas, trucks, storage areas and paved roadway surfaces. The following points should be noted with regard to the use of water and chemical suppressants to attenuate dust: • During the wet season, or at any time during the year when there is excessive rainfall, management techniques, especially those which include using additional water to suppress dust, should be reviewed and their use amended accordingly, as fugitive dust and particulate emissions will naturally be attenuated during periods of heavy or prolonged rainfall; and • During periods of extended drought, watering of construction areas may not be feasible. In this instance, the use of alternative surface treatments such as chemical dust suppressants should be considered. Additional Mitigation and Monitoring Measures Recommended • Record all dust and air quality complaints and follow up by identifying the causes and taking appropriate measures to reduce emissions in a timely manner; • Record any exceptional incidents that lead to fugitive dust emissions either on or off the Project Site and make a record of the action taken to resolve the issue and reduce the possibility of it occurring again in the future; and • Undertake frequent inspections at nearby receivers and make a record of inspection findings. Inspections should include regular dust soiling checks of surfaces such as vehicles and window sills within 100 m of the site boundary (see *Table 14.2*).					USD 9,000 per dust monitoring
1.2	Air Quality	Traffic on the PLR and internal road network.	Dust	Refer to Item A1.2 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	Refer to Item A1.2 above.
2.1	Noise	Operation of fixed plant and machinery during operational phase	Increase in ambient noise levels	Additional Mitigation and Monitoring Measures to be Implemented • Select equipment with lower SWL from the BS5228: Part 1 : 2009; • Install silencers, mufflers or acoustic enclosures to reduce sound power level of noisy equipment at all times; • Re-locate noise sources to less sensitive areas to take advantage of distance and shielding; • Site permanent facilities away from community areas if possible; • Take advantage of the natural topography as a noise buffer during facility design; Vehicles should be regularly maintained. • Transportation of materials during night time should be avoided to minimize disturbance to communities.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assign for measures associated with good site practices.
3.1	Surface Water Quality	Discharge of wastewater and runoff from Project Site near the Ayverwaddy River.	Impact to surface water quality	Refer to Item A3.1 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation	On site Project Management team and designated EHS team	Monthly report to the MMID	Refer to Item A3.1 above.

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						3rd Party Environmental Consultant for monitoring & audit			
3.2	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Refer to Item A3.2 above.	Design Phase	MMID Design Team for design of hazardous material process and storage facilities. Appointed Port Operations team for Spill Response Plan.	On site Project Management team and designated EHS team	Design review by MMID Spill Response Plan to MMID	Refer to Item A3.2 above.
3.3	Surface Water Quality	Accidental spills from areas used for maintenance, material and equipment laydown, parking, fuel storage and fueling.	Impact to surface water due to contamination from accidental releases of hazardous substances such as fuels and lubricants	Refer to Item A3.3 above.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	Refer to Item A3.3 above.
4.1	Waste	Handling, storage, transport and disposal of non-hazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Refer to Item A4.1 above.	Design Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	WMP to MMID	Refer to Item A4.1 above.
4.2	Waste	Handling, storage, transport and disposal of non-hazardous waste generated at construction site.	Impacts to air quality (odour), water quality, soil quality and consequently biodiversity and community health and safety.	Refer to Item A4.2 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation 3rd Party Environmental Consultant for monitoring & audit	On site Project Management team and designated EHS team	Monthly report to the MMID	Refer to Item A4.2 above.
4.3	Waste	Handling, storage, transport and disposal of hazardous waste generated at construction site.	Impacts to air quality, water quality, soil quality and health risk to workers/local people.	Refer to Item A4.3 above.	Design Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	WMP to MMID	Refer to Item A4.3 above.
4.4	Waste	Handling, storage, transport and disposal of hazardous waste generated at	Impacts to air quality, water quality, soil quality and health risk to workers/local	Refer to Item A4.4 above.	Operation Phase	Appointed Port Operations team for mitigation measures	On site Project Management team and designated EHS team	Monthly report to the MMID	Refer to Item A4.4 above.

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		construction site.	people.			implementation 3rd Party Environmental Consultant for monitoring & audit			
5.1	Biodiversity	Introduction of alien species and competition with native communities by vessels.	Degradation of habitats	Existing / In-place Control • Mitigation measures will be recommended and communicated to third party vessels using the SMP regarding the avoidance of introducing invasive aquatic species to the site.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assign for measures associated with good site practices.
5.2	Biodiversity	Operational and maintenance activities (e.g. lighting at night).	Disturbance to, or displacement/exclusion of a species from foraging habitat	Existing / In-place Control • Vehicles and machinery will be maintained in accordance with industry standard to minimise unnecessary noise generation; • For areas requiring night-time lighting, lights will be used only where necessary and will be directed toward the subject area and away from habitat areas where possible; and • Speed limits to maximum of 40 km/hr for vehicles will be enforced to minimise potential for fauna strike.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assign for measures associated with good site practices.
5.3	Biodiversity	Vehicle or machinery used in operation.	Mortality of individual fauna species as a result of vehicle or machinery strike.	Existing / In-place Control • Commitment will be made to raise awareness of values of natural habitat areas and arrangements will be made for restriction of poaching collection; • Hunting wild animals will be strictly prohibited to apply for all staff; and • Fishing and using of illegal fishing gear anywhere along the river will be prohibited.	Operation Phase	Appointed Port Operations team	On site Project Management team and designated EHS team	Monthly report to the MMID	No specific cost assign for measures associated with good site practices.
6.1	Livelihood (Fishing)	Presence of the SMP Wastewater discharge, surface run-off and accidental spill.	Impacts to fishermen livelihood and reduction of fish catch.	Existing / In-place Control • Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above.	Please refer to Items B3.1-3 above
6.2	Livelihood (Farming)	Increases in soil erosion and surface runoff from the PLR. Damage to irrigation channels due to construction of the SMP and PLR.	Impact to livelihood of local communities and decline in farming productivity	Existing / In-place Control • Please refer to Items A6.2 above.	Operation Phase	Appointed Port Operations team for mitigation measures implementation MMID CSR team for grievance procedures. Land Acquisition	On site Project Management team and designated EHS and CSR team	Monthly report to the MMID	• Please refer to Items A6.2 above.

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						Committee			
6.3	Economy and employment	Project operations	Enhancement of Employment and local business opportunities	• The Project proponents are encouraged to employ local people through the implementation of a preferential local employment and procurement policy. The Project should also require its contractors to employ local labour where possible and necessary. • Local procurement should be applied during operation of the Project. In particular, the Project should use local foods/products and local supply to enhance the indirect benefits to the local communities. • The Project could increase the opportunities to access electricity by the affected communities and to improve the infrastructure impacting the local communities such as access road improvement.	Operation Phase	Appointed Port Operations team CSR team of MMID	CSR team of MMID	Monthly report to the MMID	No specific cost assign